



भारत का राजपत्र

The Gazette of India

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सं. 34] नई दिल्ली, अगस्त 25—अगस्त 31, 2024, शनिवार/ भाद्र 3—भाद्र 9, 1946
No. 34] NEW DELHI, AUGUST 25—AUGUST 31, 2024, SATURDAY/BHADRA 3—BHADRA 9, 1946

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विदेश मन्त्रालय

(सीपीवी प्रभाग)

नई दिल्ली, 22 अगस्त, 2024

का.आ. 1641.— राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, सरकार भारत के दूतावास, याँगो मैं श्री हेमाजीत पाठक, सहायक अनुभाग अधिकारी, को अगस्त 22, 2024 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी. 4330/01/2024(29)]

एस.आर.एच. फहमी, निदेशक (सीपीवी-I)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 22nd August, 2024

S.O. 1641.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Hemajit Pathak, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Yangon, to perform the consular services as Assistant Consular Officer with effect from August 22, 2024.

[F. No.T- 4330/01/2024(29)]

S.R.H. FAHMI, Director (CPV-I)

मत्स्यपालन, पशुपालन और डेयरी मंत्रालय**(मत्स्यपालन विभाग)****(राजभाषा अनुभाग)**

नई दिल्ली, 16 अगस्त, 2024

का.आ. 1642.—केंद्रीय सरकार, राजभाषा(संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976(यथा संशोधित 1987, 2007 और 2011) के नियम 10 के उप-नियम (4) के अनुसरण में, मत्स्यपालन विभाग, मत्स्यपालन, पशुपालन और डेयरी मंत्रालय के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप इन कार्यालयों को एतद्वारा भारत के राजपत्र में अधिसूचित करती है।

1. राष्ट्रीय मालिकी विकास बोर्ड

मत्स्यपालन विभाग

मत्स्यपालन, पशुपालन और डेयरी मंत्रालय, भारत सरकार

पिल्लर नंबर 235, पीवीएनआर एक्सप्रेसवे,

एसवीपी एनपीए पोस्ट

हैदराबाद- 500 052 (तेलंगाना)

2. राष्ट्रीय मालिकी विकास बोर्ड

पूर्वी क्षेत्रीय केंद्र (ईआरसी)

राष्ट्रीय मीठाजल मत्स्य बूँड बैंक (एनएफएफबीबी)

कौशल्यागंगा, भुवनेश्वर (ଓଡ଼ିଶା)- 751 002

[फा. सं. ई-11016/1/2023-डीओएफ (कंप्यूटर नं.: 23162)]

सागर मेहरा, संयुक्त सचिव (प्रशा.)

New Delhi, the 16th August, 2024

S.O. 1642.—The Central Government, in pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976 (as amended in 1987, 2007 and 2011), the following offices under the administrative control of the Department of Fisheries, Ministry of Fisheries, Animal Husbandry and Dairying wherein more than 80% of their employees having working knowledge of Hindi, are hereby notified in the Gazette of India.

1. National Fisheries Development Board

Fisheries Department

Fisheries , Animal Husbandry and Dairying , Government of India

Pillar No.235 , PVNR Expressway ,

SVP NPA Post

Hyderabad - 500 052 (Telangana)

2. National Fisheries Development Board
Eastern Regional Centre(ERC)
National Freshwater Fish Brood Bank (NFFBB)
Kaushalya Ganga, Bhubaneswar (Odisha) - 751 002

[F. No. E-11016/1/2023-DOF (Computer No.: 23162]

SAGAR MEHRA, Jt. Secy. (Admn.)

श्रम और रोजगार मंत्रालय

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1643.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 111/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल.-22012/132/2018-आई.आर. (सी.एम-II)]

मणिकंदन एन, उप निदेशक

MINISTRY OF LABOUR& EMPLOYMENT

New Delhi, the 21st August, 2024

S.O. 1643.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 111/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **14/08/2024**.

[No. L-22012/132/2018 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 28th day of June, 2024

INDUSTRIAL DISPUTE No. 111/2018

Between:

Sri Bandari Satyanarayana,
State General Secretary,
SCLU (TNTUC), Gandhinagar,
Godavarikhani,
Peddapalli District -505209.

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Sreerampur Area, Adilabad-504303.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/132/2018 (IR(CM-II)) Dated 22/11/2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the General Manager, M/s Singareni Collieries Co.Ltd., Sreerampur area, Sreerampur-504303 Adilabad District in terminating the services of Sri Medi Muthayalu, Ex-Coal Filler, E.C.No.2830540, SCCL, Chennur-I & 1A Incline, of Srirampur Division with effect from 30-07-1998 is justified or not? If not, to what relief the applicant is entitled for?”

The reference is numbered in this Tribunal as I.D. No. 111/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice served on Petitioner but none present on behalf of Petitioner. Therefore, in absence of Petitioner and non-filing of claim statement by the Petitioner, the case is a ‘No Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1644.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 110/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल.-22012/128/2018-आई.आर.(सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1644.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 110/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **14/08/2024**

[No. L-22012/128/2018 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD**

Present: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 28th day of June, 2024

INDUSTRIAL DISPUTE No. 110/2018

Between:

Sri Bandari Satyanarayana,
State General Secretary,
SCLU (TNTUC), Gandhinagar,
Godavarikhani,
Peddapalli District -505209.

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Sreerampur Area, Adilabad-504303.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/128/2018 (IR(CM-II)) dated 22/11/2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the General Manager, M/s Singareni Collieries Co.Ltd., Sreerampur area, Sreerampur-504303 Mancherial District in terminating the services of Sri Dooda Shankar, Ex-Badli Filler, E.C.No.2901799, SCCL, Srirampur Division with effect from 08-12-99 is justified or not? If not, to what relief the applicant is entitled for?”

The reference is numbered in this Tribunal as I.D. No. 110/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice served on Petitioner but none present on behalf of Petitioner. Therefore, in absence of Petitioner and non-filing of claim statement by the Petitioner, the case is a ‘No Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1645.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 85/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को **14 / 08 / 2024** को प्राप्त हुआ था।

[सं. एल-22012/140/2017-आई.आर.(सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1645.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 85/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **14/08/2024**

[No. L-22012/140/2017 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 28th day of June, 2024**INDUSTRIAL DISPUTE No. 85/2018**

Between:

The Vice President,
(Sri Bandari Lingaiah),
Singareni Collieries Employees
Union (CITU), Q.No. 39-T,
SMG X Road, Bellampalli-504251.

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Mandamarri Area, Mandamarri-504231.

... Respondents

Appearances:

For the Petitioner : None
For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/140/2017 (IR(CM-II)) dated 01/05/2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDELE

“Whether the alleged demand dated 21.07.2015 of Singareni Collieries Employees Union to correct fixation of pay, increment, payment of arrears and regularization of the services of Smt. Masthan Bee working as Badli worker under M/s Singareni Collieries Co. Ltd, Mandamarri Area is legal, fair and justified? If yes, what relief the disputant are entitled to and from which date?”

The reference is numbered in this Tribunal as I.D. No. 85/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice served on Petitioner but none present on behalf of Petitioner. Therefore, in absence of Petitioner and non-filing of claim statement by the Petitioner, Hence, a ‘No-Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1646.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्यागिक अधिकरण—सह—श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 84/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल-22012/72/2017-आई.आर.(सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1646.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 84/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **14/08/2024**.

[No. L-22012/72/2017 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 28th day of June, 2024

INDUSTRIAL DISPUTE No. 84/2018

Between:

Sri Somaram Thirupathi
Branch Secretary, Singareni collieries
Workers Union (AITUC),
Bellampalli Branch, K.L.
Mahendra Branch, Goleti
Adilabad-504292

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Bellampalli Area, Goleti Townshio
Adilabad-504292.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/72/2017 (IR(CM-II)) dated 08/05/2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of M/s. Singareni Collieries Company Ltd., Bellampalli Area, Adilabad Dist.(TS) in awarding punishment of lowering to the previous posts of security guards to Sri A. Sadaiah w.e.f 16.05.2016, Sri Mende Thirupathi 24.8.2016 and Sri J. Mallesham w.e.f. 1.3.2016 is fair, legal and justified? If not, to what relief the concerned workers are entitled to and from which date?”

The reference is numbered in this Tribunal as I.D. No. 84/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice served on Petitioner but none present on behalf of Petitioner. Therefore, in absence of Petitioner and non-filing of claim statement by the Petitioner, the case is a ‘No Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1647.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक अधिकरण—सह—श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 113/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल-22012/127/2018-आई.आर.(सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1647.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 113/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **14/08/2024**

[No. L-22012/127/2018-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 28th day of June, 2024**INDUSTRIAL DISPUTE No. 113/2018**

Between:

Sri Bandari Satyanarayana,
State General Secretary,
SCLU (TNTUC), Gandhinagar,
Godavarikhani,
Peddapalli District -505209.

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Sreerampur Area, Adilabad-504303.

.....Petitioner

Respondents

Appearances:

For the Petitioner : None

For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/127/2018 (IR(CM-II)) dated 26/11/2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the General Manager, M/s Singareni Collieries Co.Ltd., Sreerampur area, Sreerampur-504303 Adilabad District in terminating the services of Sri Kalaveni Srinivas, Ex-Badli Filler,Ex-BF E.C.No.2915984,IK-1A Inc., SCCL., Sreerampur Area with effect from 01-02-2009 is justified or not? If not, to what relief the applicant is entitled for?”

The reference is numbered in this Tribunal as I.D. No. 113/2018 and notices were issued to the parties concerned.

2. Petitioner did not file any claim statement and documents despite sufficient opportunity extended to him. It seems he don't want to prosecute his case. Therefore, in absence of any claim statement a ‘No-Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1648.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्यागिक अधिकरण—सह—श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 89/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल-22012/88/2015-आई.आर.(सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1648.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID. No. 89/2018) of the Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD as shown in the Annexure, in the industrial dispute between the Management of S.C.C.Ltd. and their workmen, received by the Central Government on 14/08/2024.

[No. L-22012/88/2015 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 28th day of June, 2024

INDUSTRIAL DISPUTE No. 89/2018

Between:

The President (Bandari Satyanarayana),
Telangana Trade Union Council,
Raj Kumar Complex, Saibaba temple road,
Jaffar Nagar, Mancherial-504208.

..

Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Mandamarri Area, Mandamarri-504231.

...

Respondents

Appearances:

For the Petitioner : None

For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/88/2015 (IR(CM-II)) dated 26/06/2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the demand raised by President, Telangana Trade Union Council, Mancherial, Adilabad distt for dependent employment to Smt. Boda Rukma wife of Sri Boda Chandu, Ex-CF, SMG-3 Inc. SCCL, Mandamarri Area Adilabad Distt, in spite of Memorandum of Settlement dated 29-10-2011 is justified and legal. If yes to what relief Smt. Boda Rukma, applicant is entitled from the management of the M/s. Singareni Collieries Company Ltd., Mandamarri Area and from which date?”

The reference is numbered in this Tribunal as I.D. No. 89/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the dated fixed for file claim statement and documents despite sufficient opportunity extended to him. Record reveals that 1st notice dated 15.5.2019 on petitioner was served but no claim statement filed. 2nd notice sent to petitioner returned un-served with endorsement as ‘addressee left’ hence returned to sender. It seems he don’t want to prosecute his case. Hence, ‘No-Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

NIL

Witnesses examined for the

Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1649.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट

औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 46/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल.-22012/107/2018-आई.आर. (सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1649.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 46/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **14/08/2024**.

[No. L-22012/107/2018-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 28th day of June, 2024

INDUSTRIAL DISPUTE No. 46/2018

Between:

Sri Madam Iylaiah,
H.No. 9-4-92,
Vittal Nagar 5 Inc.,
Ramagundam (M)
Peddapalli Dist. (TS)

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Ramagundam-I Area,
Godavarikhani-505209.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/107/2017-IR(CM-II) dated 29/01/2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the General Manager, M/s. Singareni Collieries Company Ltd., Ramagundam-I Area, Godavarikhani, Peddapalli Dist. (TS) in terminating the services of Sri Madam Iylaiah, Ex-Coal Filler, GDK-2 INC., Ramagundam-I area with effect from 22.9.2010 is justified or not? If not, to what relief the applicant is entitled for.

The reference is numbered in this Tribunal as I.D. No. 46/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice served on Petitioner but none present on behalf of Petitioner. Therefore, in absence of Petitioner and non-filing of claim statement by the Petitioner, the case a 'No Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1650.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार **औद्योगिक अधिकरण –सह-श्रम न्यायालय, हैदराबाद** के पंचाट (पहचान संख्या 48/2022) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल-22012/31/2022-आई.आर. (सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1650.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 48/2022**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of S.C.C.Ltd. and their workmen, received by the Central Government on **14/08/2024**

[No. L-22012/31/2022 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**
Presiding Officer
Dated the 5th day of July, 2024
INDUSTRIAL DISPUTE No. 48/2022

Between:

The Singareni Miners and
Engineering Workers Union(HMS)
C-34, Sector-1, Godavarikhani,
Peddapally-577101.

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Sreerampur Area,
Mancherial-505215.
Appearances:

... Respondents

For the Petitioner : Sri K Vashudev Reddy, advocate
For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/31/2022-IR(CM-II) dated 11/04/2022 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the demand raised by The Singareni Miners & Engineering Workers Union, Telengana against the action of the General Manager, M/s. Singareni Collieries Company Ltd., Sreerampur Area in terminating the services of Shri Boora Laxminarayana, Ex-Badili Filler Sreerampur Area w.e.f. 30-11-2002 vide letter No. SRP/PER/35A/02/5463 dated 30-11-2002 is legal and justified? If yes, to what relief the applicant Shri Boora Laxminarayana is entitled and what direction are necessary in this regards?”

The reference is numbered in this Tribunal as I.D. No. 48/2022 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Petitioner did not file any claim statement and documents despite sufficient opportunity extended to him. It seems he don't want to prosecute his case. Therefore, in absence of any claim statement a 'No-Claim' award is passed. Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 5th day of July, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1651.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 49/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14 / 08 / 2024 को प्राप्त हुआ था।

[सं. एल-22012/126/2017-आई.आर. (सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1651.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 49/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **14/08/2024**

[No. L-22012/126/2017-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 5th day of July, 2024

INDUSTRIAL DISPUTE No. 49/2022

Between:

The Singareni Miners
And Engineering Workers
Union (HMS)C-34, Sector-I,
Godavarikhani,
Peddapalli-507101.

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Sreerampur Area,
Mancherial-505215.

... Respondents

Appearances:

For the Petitioner : Sri Vasudeva Reddy, advocate
For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/32/2022-IR(CM-II) dated 11/04/2022 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the General Manager, M/s. Singareni Collieries Company Ltd., Bellampalli, in spite of to conduct interview of Sri Ahmed Jani in the year 1996 and sent to Area Hospital, Bellampalli for Medical fitness and declared fit by the medical authorities, in non-providing dependent employment to Sri Ahmed Jani, Son-in-Law of late Sd Ismail, Ex-Cook, who had opted for voluntary retirement scheme on health grounds in favour of employment to his son-in-law Sri S Ahmed Jani, later on died on 10.02.1998 due to illness, is justified or not? If not, what relief the applicant Sri S Ahmed Jani is entitled to and what direction are necessary in this regard?”

The reference is numbered in this Tribunal as I.D. No. 49/2022 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Petitioner did not file any claim statement and documents despite sufficient opportunity extended to him. It seems he don't want to prosecute his case. Therefore, in absence of any claim statement a 'No-Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 5th day of July, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1652.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण—सह—श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 57/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल—22012/109/2017-आई.आर. (सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1652.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 57/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of S.C.C.Ltd. and their workmen, received by the Central Government on **14/08/2024**

[No. L-22012/109/2017 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR
Presiding Officer

Dated the 28th day of June, 2024

INDUSTRIAL DISPUTE No. 57/2018

Between:

The General Secretary,
(Sri Riaz Ahmed),
Singareni Mines & Engg.
Workers Union (HMS)
H.No. C-34, Sector-I,

Godavarikhani-505209.

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Ramagundam-I Area, Godavarikhani-505209.

..... Respondents

Appearances:

For the Petitioner : None
For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/109/2017-IR(CM-II) dated 15/12/2017 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the General Manager, M/s. Singareni Collieries Company Ltd., Ramagundam-I Area, Godavarikhani, Karimnagar Dist, in fixing the basic pay @ Rs. 11,093-38 ps instead of @ Rs. 11959.48 ps in respect of S/Sri E. Rajeshwar Rao, Kudikala Satheesh, and N. Srinivas, Security, Guards GR-Government, S & PC, SCCI, Ramagundam-I area is justified or not? If not, to what relief the worker is entitled for?”

The reference is numbered in this Tribunal as I.D. No. 57/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice served on Petitioner but none present on behalf of Petitioner. Therefore, in absence of Petitioner and non-filing of claim statement by the Petitioner, the case is a ‘No Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1653.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 61/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल.-22012/104/2017-आई.आर. (सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1653.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 61/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of S.C.C.Ltd. and their workmen, received by the Central Government on **14/08/2024**.

[No. L-22012/104/2017-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 28th day of June, 2024

INDUSTRIAL DISPUTE No. 61/2018

Between:

Bandari Satyanarayana,
President, Telangana Trade
Union Congress, Hamaliwada,
near Ashok Talkies,
Shivaji Band Street,
Mancherial-504208
AND

.....Petitioner

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Mandamarri Area,
Mandamarri-504231.

.....Respondents

Appearances:

For the Petitioner : None

For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/104/2017 (IR(CM-II)) dated 26/12/2017 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the General Manager M/s. Singareni Collieries Company Ltd., Mandamarri Area, Mancherial Dist. (TS). In terminating the services of Sri Seggam Bhoomaiyah, Ex-Coal Filler, RK-1A, Mandamarri Area with effect from 9.6.2004 in justified or not? If not, to what relief the applicant is entitled for?”

The reference is numbered in this Tribunal as I.D. No. 61/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice sent to petitioner returned un-served with endorsement as ‘addressee left’ hence returned to sender. Inspite of providing sufficient opportunity no claim statement is filed. Hence, a ‘no-claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1654.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्यागिक अधिकरण-सह-श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 63/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल-22012/6/2018-आई.आर. (सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1654.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 63/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of S.C.C.Ltd. and their workmen, received by the Central Government on **14/08/2024**

[No. L-22012/6/2018-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR
Presiding Officer

Dated the 28th day of June, 2024

INDUSTRIAL DISPUTE No. 63/2018

Between:

The President
(Bandari Satyanarayana),
Telangana Trade Union Congress,
Hamaliwada, near Ashok Talkies,
Shivaji Band Street,
Mancherial-504208

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries
Company Ltd.,
Bellampalli Area,
Goleti Township (PO)-504292.

...Respondents

Appearances:

For the Petitioner : None

For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/6/2018 (IR(CM-II)) dated 02/04/2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the General Manager M/s. Singareni Collieries Company Ltd., Bellampalli area, Goleti Township (PO), Adilabad Dist., in terminating the services of Sri Sothuku Mondi, Ex-CF, Goleti-I INC., Bellampalli area Bellampalli area with effect from 15.11.2007 is justified or not? If not, to what relief the applicant is entitled for.”

The reference is numbered in this Tribunal as I.D. No. 63/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice sent to petitioner returned un-served with endorsement as addressee left' hence returned to sender. Inspite of providing sufficient opportunity no claim statement is filed. Hence, a ‘no-claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1655.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 20/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल-22012/7/2018-आई.आर. (सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1655.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 20/2019**) of the **Central Government Industrial Tribunal-cum-**

Labour Court, HYDERABAD as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **14/08/2024**.

[No. L-22012/7/2018-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 28th day of June, 2024

INDUSTRIAL DISPUTE No. 20/2019

Between:

Sri Bandari Satyanarayana,
Sr. Vice President, RCMS Central Committee &
SRP Divn., President, Mancherial,
Hamaliwada, Near Ashok Talkies,
Shivaji Band Street, Mancherial-504208.

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Sreerampur Area, Mancherial-504303.

.....Respondents

Appearances:

For the Petitioner : None
For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/7/2018 (IR(CM-II)) dated 02/01/2019 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the General Manager M/s. Singareni Collieries Company Ltd., Sreerampur area, Sreerampur, Mancherial Dist. (TS), in terminating the services of Sri Morla Mallesh, Ex-General Mazdoor, RKNT, SCCL, Sreerampur area with effect from 18.11.2003 and not reinstating him after interview held on 14.4.2012 is justified or not? If not, to what relief the applicant is entitled for?”

The reference is numbered in this Tribunal as I.D. No. 20/2019 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice sent to petitioner returned un-served with endorsement as ‘addressee left’ hence returned to sender. Inspite of providing sufficient opportunity no claim statement is filed. Hence, a no-claim award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

Witnesses examined for the
Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1656.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम च्यायालय, हैदराबाद के पंचाट (पहचान संख्या 5/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल-22012/141/2017-आई.आर. (सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1656.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 5/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **14/08/2024**.

[No. L-22012/141/2017-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD**Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 28th day of June, 2024**INDUSTRIAL DISPUTE No. 5/2019**

Between:

Sri Janagam Mallesh,

S/o Narsaiah,

H.No. 3-5-56/1,

Sundilla (V), Kamanpur (M)

Peddapalli Dist. (TS)

.....Petitioner

AND

The General Manager,

M/s. Singareni Collieries Company Ltd.,

Ramagundam-I Area,

Godavarikhani-505209

Peddapalli Dist. (TS)

... Respondent

Appearances:

For the Petitioner : None

For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/141/2017-IR(CM-II) dated 22/03/2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDELE

“Whether the action of the general manager, M/s. Singareni Collieries Company Ltd., Ramagundam-I area, Godavarikhani, Peddapalli Dist.(TS) in terminating the services of Sri Janagam Mallesh, Ex-Coal filler GDK-2A INC, Ramagundam-I area with effect from 23.1.2014 is justified or not? If not, to what relief the applicant is entitled for?”

The reference is numbered in this Tribunal as I.D. No. 5/2019 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice served on Petitioner but none present on behalf of Petitioner. Therefore, in absence of Petitioner and non-filing of claim statement by the Petitioner, the case is a ‘No Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
Petitioner	Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1657.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 60/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल-22012/105/2017-आई.आर. (सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1657.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 60/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **14/08/2024**

[No. L-22012/105/2017-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 28th day of June, 2024

INDUSTRIAL DISPUTE No. 60/2018

Between:

Bandari Satyanarayana,
President, Telangana Trade
Union Congress,
Hamaliwada, near Ashok Talkies,
Shivaji Band Street,
Mancherial-504208

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Mandamarri Area, Mandamarri-504231.

... . . . Respondents

Appearances:

For the Petitioner : None

For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/105/2017 (IR(CM-II)) dated 21/12/2017 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the General Manager M/s. Singareni Collieries Company Ltd., Mancharial dist. (TS), in terminating the services of Sri Sange Rajesham, Ex-CF, SMG-1 INC., Mandamarri Area with effect from 11.1.2000 is justified or not? If not, to what relief the applicant is entitled for?”

The reference is numbered in this Tribunal as I.D. No. 60/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice sent to petitioner returned un-served with endorsement as addressee left' hence returned to sender. Inspite of providing sufficient opportunity no claim statement is filed. Hence, a ‘no-claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1658.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 40/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13/08/2024 को प्राप्त हुआ था।

[सं. एल-22012/30/2016-आई.आर. (सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1658.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 40/2016**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **13/08/2024**

[No. L-22012/30/2016-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD**

resent: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 28th day of May, 2024**INDUSTRIAL DISPUTE No. 40/2016**

Between:

Sri Gadde Narsaiah S/o Posham,
H.No. 16-1-82/21, Ballempalli No. 2 Incline Basti
Asafabad Tq.,
Adilabad Distt., Telangana

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Bellampalli Area, Goleti Township-504292
Adilabad Distt., Telengana

... Respondents

Appearances:

For the Petitioner : Y Ranjeeth Reddy, Adv.
For the Respondent: Sri Nandigam Krishna Rao, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/30/2016 (IR(CM-II) dated 08/07/2016 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the General Manager, M/s. Singareni Collieries Company Ltd., Bellampalli Area, Goleti Township, Adilabad Distt in terminating the services of Sri Gadde Narsaiah, Ex-Coal Filler, Goleti No. 1 Incline, SCCL, Bellampalli Area with effect from 15.07.2004 is justified or not? If not, to what relief the applicant is entitled for?”

The reference is numbered in this Tribunal as I.D. No. 40/2016 and notices were issued to the parties concerned.

2. None present for both sides. Notice sent on petitioner returned unserved with endorsement as ‘addressee expired, hence returned to sender. Inspite of providing sufficient opportunity no LR petition filed by any legal heir of petitioner. It seems that LRs do not want to pursue the case. Hence, case is dismissed for default.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of may , 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1659.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 72/2021) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल-22013/01/2024-आई.आर.(सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1659.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 72/2021**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of S.C.C.Ltd. and their workmen, received by the Central Government on **14/08/2024**.

[No. L-22013/01/2024 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 12th day of July, 2024

INDUSTRIAL DISPUTE No. 72/2021

Between:

The General Secretary,
Singareni Miners & Engineering
Workers Union (HMS)
Q.No. C-34, Sector-1,
Godavarikhani-505209.

.....Petitioner

AND

1. The Chairman & Managing Director,
M/s. Singareni Collieries Company Ltd.,
Red Hills, P.O. Box No.18,
Khairathabad, Hyderabad
2. The Agen, K-P, U.G. INC,
M/s. Singareni Collieries Company Ltd.
Manuguru, Khammam District, Telengana
3. The Chief General Manager,
M/s. Singareni Collieries Company Ltd.,
Manuguru, Khammam District
Telengana State.
4. The Director (P,A&W),
M/s. Singareni Collieries Company Ltd.,
Corporate Office, Kothagudem,
Khammam District-507101.

... Respondents

Appearances:

For the Petitioner : Shri K. Vasudeva Reddy, advocate

For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.1/12/2021-B1 dated 15/09/2021 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDEULE

“Whether the action of the General Manager, M/s. Singareni Collieries Company Ltd., Manuguru Area in termination of Sri Gurrala Chandrasekhar, General Mazdoor from the services is legal and justified? If not, to what relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 72/2021 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Petitioner did not file any claim statement and documents despite sufficient opportunity extended to him. It seems he don't want to prosecute his case. Therefore, in absence of any claim statement a 'No-Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 12th day of July, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1660.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 59/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल-22012/103/2017-आई.आर. (सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1660.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 59/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **14/08/2024**

[No. L-22012/103/2017-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 28th day of June, 2024

INDUSTRIAL DISPUTE No. 59/2018

Between:

Sri Bandari Satyanarayana,
Sr. Vice President, RCMS Central Committee &
SRP Divn., President, Mancherial, Hamaliwada,
Near Ashok Talkies,
Shivaji Band Street, Mancherial-504208.

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,

Mandamarri Area, Mandamarri-504231.

Appearances:

... Respondents

For the Petitioner : None
For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/103/2017 (IR(CM-II)) dated 26/12/2017 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

"Whether the action of the General Manager M/s. Singareni Collieries Company Ltd., Mandamarri Area, Mancharial dist. (TS), in terminating the services of Sri Eppal Ramulu, Ex-CF, Shantikhani, Mandamarri Area with effect from 26.9.2007 is justified or not? If not, to what relief the applicant is entitled for?"

The reference is numbered in this Tribunal as I.D. No. 59/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for file claim statement and documents despite sufficient opportunity extended to him. Record reveals that 1st notice dated 21.10.2019 on petitioner was served but no claim statement filed. 2nd notice sent to petitioner returned un-served with endorsement as 'addressee left' hence returned to sender. Petitioner did not appear and not filed any claim statement. It seems he don't want to prosecute his case. Hence, 'No-Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1661.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 69/2021) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14 / 08 / 2024 को प्राप्त हुआ था।

[सं. एल-22013/01/2024-आई.आर. (सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1661.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 69/2021**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on **14/08/2024**.

[No. L-22013/01/2024 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 12th day of July, 2024

INDUSTRIAL DISPUTE No. 69/2021

Between:

Sri S.Ravi Kumar,
Ex-General Mazdoor,
C/o Smt. A.Sarojana, flat no.G7
Rajeswari Gayathri Sadan,
Kachiguda, Hyderabad

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Ramagundam-II Area,
Peddapalli District.

... Respondents

Appearances:

For the Petitioner : Shri K. Vasudeva Reddy & B. Kiran Kumar, advocate

For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.1/10/2021-B1 dated 02/09/2021 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the General Manager, M/s. Singareni Collieries Company Ltd., Ramagundam-II Area in terminating the services of Sri S.Ravi kumar, Ex-General Mazdoor, Ramagundam-II Area with effect from 26.03.2007 is legal and justified or not? If not, to what relief the workman is entitled to?

The reference is numbered in this Tribunal as I.D. No. 69/2021 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Petitioner did not file any claim statement and documents despite sufficient opportunity extended to him. It seems he don't want to prosecute his case. Therefore, in absence of any claim statement a 'No-Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 12th day of July, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 अगस्त, 2024

का.आ. 1662.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, हैदराबाद के पंचाट (पहचान संख्या 49/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/08/2024 को प्राप्त हुआ था।

[सं. एल-22012/126/2017-आई.आर. (सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the 21st August, 2024

S.O. 1662—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 49/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of S.C.C.Ltd. and their workmen, received by the Central Government on **14/08/2024**.

[No. L-22012/126/2017- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 28th day of May, 2024

INDUSTRIAL DISPUTE No. 49/2018

Between:

The Vice President (Sri Bandari Lingaiah),
Singareni Collieries Employees Union (CITU),
Qtr. No. 39-T, SMG X Roads,
Bellampalli-504251

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Mandamarri Area,
Madamarri-505231.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent: Shri Y Ranjeet Reddy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No.L-22012/126/2017 (IR(CM-II)) Dated 29/01/2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

THE SCHEDELE

“Whether the action of the General Manager, M/s Singareni Collieries Co.Ltd., Mandamarri Area, Mandamarri, Mancherial Dist.(TS) in terminating the services of Sri Thangellapally Kanakalah, Geni., Mazdoor, M/s. Singareni Collieries Company Ltd., Kasipeta Mine., Mandamarri area with effect from 21.12.2014 is justified or not? If not, to what relief the applicant is entitled for?”

The reference is numbered in this Tribunal as I.D. No. 49/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that 1st notice dated 19.3.2018 on petitioner was served but no claim statement filed. 2nd Notice sent to petitioner returned unserved with endorsement as addressee expired, hence returned to sender. Inspite of providing sufficient opportunity no claim statement is filed since 2018. Hence, a ‘No-Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 28th day of May, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 22 अगस्त, 2024

का.आ. 1663.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय पटना के पंचाट [17 (C) of 2021] प्रकाशित करती है।

[सं. एल-39025/01/2024-आई आर (बी-II)-36]

सलोनी, उप निदेशक

New Delhi, the 22nd August, 2024

S.O. 1663.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 17 (C) of 2021) of the *Indus.Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen.

[No. L-39025/01/2024- IR(B-II)-36]

SALONI, Dy. Director

ANNEXURE

Before The Presiding Officer,
Industrial Tribunal, Patna.

Reference Case No.: -17 (C) of 2021

Between the management of (1) the Managing Director &Chief Executive Officer, Union Bank of India, Central Office, Mumbai Samachar Marg 239, Back Way Reclamation, Nariman Point, Mumbai-400021 (2) the Regional Manager, Union Bank of India, Regional Office, Mohanpur, Samastipur-848101 and Their workman Sri Santosh Kumar Choudhary, S/ Shri Rameshwar Choudhary, Vill- Siswa Khurd, P.O & P.S- Daudpur, Dist- Saran, Bihar-841205.

For the management:- Mr. Anjani Kumar Mishra, Advocate.
Mr. Ambanish Bhardwaj, Advocate.

For the workman:- Sri B. Prasad, State Secretary, UCO Bank Employees Association.

Present:-
Manoj Shankar
Presiding Officer,
Industrial Tribunal, Patna.

A W A R D

Patna, dt- 19th July, 2024.

By the adjudication order no.- 1/ID(12)/2021/Dy CLC-Pt dated- 20/25.10.2021 the Govt. of India, Ministry of Labour & Employment, Office of the Dy. Chief Labour Commissioner (Central), Maurya Lok Complex, A Block, 2nd Floor, Room No.-6,16,& 17, Patna-800001 has referred under clause (d) of sub-section-(1) of Section-10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as “the Act”), the following dispute between (1) the Managing Director Chief Executive officer, Union Bank of India, Central Office, Mumbai Samachar Marg 239, Back Way Reclamation, Nariman Point, Mumbai-400021 (2) the Regional Manager, Union Bank of India, Regional Office, Mohanpur, Samastipur-848101 and Their workman Sri Santosh Kumar Choudhary, S/O Shri Rameshwar Choudhary, Vill- Siswa Khurd, P.O & P.S- Daudpur, Dist- Saran, Bihar-841205 for adjudication to this tribunal:-

SCHEDULE

“ Whether the action of the management of the then Andhra Bank (now called Union Bank of India), Daudpur Branch, Bihar in terminating the services of Shri Santosh Kumar Choudhary, temporary Peon, .e.f. 01.02.2017, is just and proper? If not, to what relief (s) the workman concerned is entitled to?”

2. As per the statement of claim, the case of the applicant Sri Santosh Kumar Choudhary is that Andhra Bank (now called Union Bank of India after merger), opened a branch at Daudpur Dist.- Saran in the year-2013. It is further asserted that Santosh Kumar Choudhary, workman was orally appointed as temporary peon in the said branch from 01.10.2014 against a permanent vacant post of a peon. The workman discharged all the duties of a peon from 01.10.2014 to 31.01.2017 regularly. It is further asserted that the workman as assigned duties and (i) opening and closing the bank gate,(ii) cleaning tables, chairs, counters, (iii) stitching of currency notes and vouchers, (iv) placing the register and book on the counters, (v) taking out cash box from the strong room placing the same at cash counter. Some times he did postal work of the bank. It is further asserted that the workman discharged his duties right from 8.00 A.M to 6.00 P.M as per the Branch Manager. It is further asserted that the workman was being paid wages on monthly basis that was initially Rs. 1800/- per month which was raised Rs. 4000/- P.M and lastly workman was getting Rs. 12000/- P.M. All the payment was made to the workman through debit vouchers and the amount was credited to his S.B. Account. It is further asserted that the workman was also maintaining attendance in the branch every day. But all of sudden he was stopped from working on 01.02.2017 by the bank officials without giving any notice or any retrenchment compensation so termination of the workman is covered u/s- 2 (oo) of the I.D.Act and the action of the management constitutes unfair labour practice as per Schedule-V read with Section 25(T) of the I.D.Act. It is further asserted that after termination workman approached several times before higher authorities of the management bank for his reinstatement and regularisation but his effort was failed then he raised his grievance before the conciliation officer but management side was not ready to settle the dispute, ultimately conciliation officer has sent the matter to the appropriate Govt. after failure of conciliation report. Ultimately this case was referred to this tribunal for adjudication. Thus the workman seeks following relief (s) :

- (i) Reinstatement in the service of the bank as a temporary peon with back wages and other consequential benefits.;
- (ii) Regularisation of service as a peon;
- (iii) Payment of due wages, for the period of working;
- (iv) Payment of cost of Rs. 25000/- for contesting the dispute;
- (v) Any other relief (s) as a this tribunal deemed and proper;

3. On the other hand the management side filed written statement and stated therein the claim of the applicant / workman of this case is not maintainable either on the facts or in the eye of law and it is liable to be dismissed. It is further asserted that the applicant presented distorted and incorrect version of the facts and he attempted to mislead to this tribunal by disclosing exaggerated duties. It is further asserted that the dispute raised by the applicant / workman can't be termed as Industrial Dispute within the I.D. Act because the applicant is not a workman at any point of time in the said bank hence there is no question of wrongful termination. It is further asserted that there is no relationship of the employer and employee because there was no contract of service between the applicant and the bank. The applicant was never appointed by the bank through sponsored of the employment exchange or through any

recruitment process demanded by the Govt. It is further asserted that his name was never appeared on the muster roll of the bank and he was never paid salary. It is further asserted that there is no provision or rules regarding to oral appointment in public sector bank. It is further asserted that the applicant has not come up with clean hand before this tribunal and he has conceded relevant facts. The fact is, the applicant was engaged occasionally as casual labourer for the period and he was paid accordingly. It is further asserted that various allegations, submissions, contentions and averments made in the application are denied in toto. It is the duty of the applicant to put with strict proof. It is further asserted that if any appointment is made in violation of the recruitment norms, the appointment becomes void ab initio and it does not confer any right on the person, was appointed. It is further asserted that raising this dispute by the applicant is indirectly trying to enter in the service of the bank through back door however, it is clearly held by Hon'ble Court in Uma Devi's case back door entries is bad in law. It is further asserted that the applicant has never worked regularly as daily wager rather as per requirement of the work he was called for which he was duly paid. It is further asserted that since the applicant was never appointed in the service of bank, so there is no question of any termination order for complying with the provision of the I.D. Act. It is further asserted that all the allegations as raised against the bank is totally denied and his claim is fit to be dismissed.

4. Having gone through the rival contentions both the sides, the following issues are recasted for adjudication:-

- (i) "Whether the applicant Santosh Kumar Choudhary is regarded as workman under the provision of 2 (S) of the I.D. Act?"
- (ii) "Whether the Santosh Kumar Choudhary worked regularly from 01.10.2014 to 31.01.2017 discharging duties as a temporary peon mentioned in statement of claim."
- (iii) " Whether the action of the management of the then Andhra Bank (now called Union Bank of India), Daudpur Branch, Bihar in terminating the services of Shri Santosh Kumar Choudhary, temporary Peon, w.e.f. 01.02.2017, is just and proper? If not, to what relief (s) the workman concerned is entitled to?"
- (iv) "Whether the applicant is entitled for any relief?"

5. In order to establish his claim, the workman sides examined one witness namely Santosh Kumar Choudhary (W.W-1) the applicant. Besides oral evidence workman side files some documents and got its marked Exts. as:-

- (i) Ext.-W- Payment voucher of dt- 01.10.2014.
- (ii) Ext.-W/1- Deputation of Santosh Kumar to bring P.C set from Andhra Bank, Gopalganj dt-24.03.2015.
- (iii) Ext.-W/2- Zerox copy of attendance register for the period of 12.12.2014 to 31.01.2017 (Page-03 to 15).
- (iv) Ext.-W/3- Zerox copy of attendance sheet for the months of January-2017 bearing signature of initial of Branch Manager Sri Prakash Deepak.

6. On the other hand management side examined one witness namely Prakash Deepak (M.W-1). Management side not produced any documents.

7. First of all this tribunal securitizes the evidence of Santosh Kumar Choudhary of W.W-1. Who stated before this tribunal who was doing duty at Daudpur Branch of Andhra Bank now called Union Bank of India after merger. He further stated that he used to come to the branch at 9.00 A.M to open the gate of the bank thereafter, he used to discharge the duties of cleaning work and also did the duties of hospitality. He further stated that he often brought the cash from the strong room and for the cash counter. He also did the duty of vouchers binding. This witness further stated that initially he was getting Rs. 1800/- per month. Payment and after one year it was enhanced to Rs. 4000/- per month and after six month he started getting Rs. 12,000/- per month and this witness also stated that he was getting cash payment through vouchers issued in his name. This witness further proved the payment voucher of dt-01.10.2014 marked as Ext.-W and he also proved the deputation letter of dt- 24.03.2015 given by Manager Daudpur Branch to bring PC from Branch Manager, Gopalganj as Ext.-W/1. This witness further stated that he worked Daudpur Branch from 01.10.2014 to 31.01.2017 and he filed the zerox copy of attendance register for the period from 11.12.2014 to 31.01.2017 over which he put his signature / initial i.e from the page 03 to 25 marked as Ext.-W/2 and this witness further proved the 19 page of attendance register of the month January-2017 as Ext.-W/3 on which the then Manager Prakash Deepak put his initial. This witness further stated that during his tenure at Daudpur Branch there was no peon posted there. This witness further stated that he has given a written petition to the bank but he has not kept any copy of his petition. This witness further stated that bank neither sent any notice nor any retrenchment compensation before terminating him so his claim of reinstatement permanent peon his right.

In cross-examination this witness categorically admitted that in para-13 of the cross-examination he has received just one vouchers from bank manager Manish Jaiswal of the year 2014 that he placed before this tribunal. In para-14 of the cross-examination this witness categorically stated that he has bank account but he received his

payment once in bank account in the year 2014 and thereafter he received payment through vouchers. This witness further stated that on Ext.-w/1 Manager did not give any designation after his name in the letter. In para-15 of the cross-examination this witness categorically admits that he was making initial in English on the attendance register later on, on the instruction of manager he put the signature in Hindi. In para-16 this witness admits that on page-18 of attendance register there was signature of one Sanjay and his initial was in English and on page-20 of Ext.-W/2 his signature was in Hindi not in English. In para-18 of the cross-examination this witness admits that there is his signature on page-25 of (Ext.-W/2). In para-19 of the cross-examination this witness stated that he was called from the bank in Jan. 2018 and he discharged duty voluntarily there but this fact is not inserted in his statement of claim. In para-20 of the cross-examination this witness categorically stated that he has taken the photo of attendance register through his Mobile and got it printed. In para-22 of the cross-examination this witness categorically stated that he used to keep the keys of bank main gate and on receiving the key of chest he used to open the Chest. This witness stated in para-25 he has no written proof of his joining.

8. On the other hand management examined Prakash Deepak, Assistant Manager of Union Bank of India, Mohania Branch as M.W-1 who stated before this tribunal he was Manager of Daudpur Branch from 21.11.2016 to 03.06.2018 earlier it was Andhra Bank now Union Bank of India after merger. This witness further stated that during his tenure he never put any notice for the recruitment of any peon. This witness further stated that when Santosh Kumar gave his service to the bank one Sanjay Kumar was PTS in the branch he was employee of the bank. This witness stated on query of this tribunal when ever Sanjay Kumar PTS was on leave than Santosh Kumar was called and bank took his service for one to two hours. This witness further stated that he was not posted in the said branch in the year 2014-15 so he can't say Sanjay Kumar and Santosh Kumar PTS was maintaining his attendance on the same attendance register and this further stated that the attendance sheet produced by Santosh his forged and there is only one signature showing Santosh on the attendance sheet of during his tenure. This witness further stated that, on query by this tribunal, there was separate attendance register for PTS Sanjay in the bank. This witness further stated that he can't say Ext.-W/1 bears the signature of Santosh Kumar.

In cross-examination this witness categorically stated in para-10 he can't say when Daudpur Branch of the Andhra bank was opened and he also can't say on the opening of the said branch there was no permanent peon. In para-11 of the cross-examination this witness admits that he joined the Daudpur Branch in the year 2016 and at that time one Sanjay Kumar was permanent PTS and bank took the service of Santosh Kumar too. In para-13 of the cross-examination this witness categorically stated that Santosh Kumar received the payment in cash through vouchers. On tribunal query this witness categorically admits that Andhra Bank was merged in Union Bank of India, so no copy of the vouchers of Andhra Bank can be given but current vouchers of Union Bank of India can be placed. This witness further categorically stated in para-14 of the cross-examination that bank gave payment to the workman whenever he discharged his duties and he used to received weekly payment. In para-17 of the cross-examination this witness admits that the vouchers was issued to the workman in his name of Santosh. This witness further admits that in para-18 of the cross-examination that the three vouchers of year-2017 is shown to him, is in the name of Santosh Kumar and there is his signature also. In para-20 of the cross-examination this witness categorically admits that the voucher of Rs. 3464/- is shown to him is the payment of seven days given to the workman. In para- 23 of the cross-examination this witness categorically admits that since Santosh Kumar was daily wager so he did not get any appointment letter and further in para-14 witness categorically stated that he can't say whether the workman was given notice or any sort of compensation because he was transferred from said branch.

9. It is argued on behalf of the workman side Santosh Kumar the workman has worked in the Daudpur Branch of the management bank from 01.10.2014 to 31.01.2017 and thereafter, this witness was terminated from 01.02.2017 which was duly corroborated by the workman himself in his evidence and he also filed some documents with regards to this payment received from the bank. It is also argued that workman filed attendance register i.e from 11.12.2014 to 31.01.2017 (Ext.-W/2) i.e also strong proof the Santosh has discharged the duties in the said branch as daily wager. It is also argued that the than manager also put his initial over the attendance sheet of month of January 2017 i.e at page-19 of the attendance register marked as Ext.-W/3. It is further argued that of course workman could not produced all the payment vouchers because all the vouchers was not given by the management bank but the vouchers he produced of the year 2017 was duly admitted by the M.W-1 Prakash Deepak i.e in the name of Santosh Kumar it also shows that during the tenure of Prakash Deepak (M.W-1) he was discharging the duties of daily wager it is further argued that there was no permanent peon posted in the said branch and the workman discharged his duties like a permanent employee of the bank as a sub-staff and he worked uninterruptedly continuously from 01.10.2014 to 31.01.2017 work for more than 240 days so his termination covered U/S-2(OO) of the I.D.Act and without notice and compensation the termination of workman is a kind of unfair labour practice resorted by the bank. It is also argued that the duties of the workman was perennial in nature but all of sudden he was terminated and appointed a fresh hand ignoring the claim of workman i.e also violation the provision of Section 25 (G) & 25 (H) of the Industrial Dispute Act, 1947. The workman side filed the matter of one Mintu Kumar whose dispute was decided in Reference Case No.- 06 (C) of 2006 by this tribunal was similar to the matter of this workman in which tribunal passed award in favour of the Mintu Kumar by reinstating him into the service of bank and also passed the order to regular his services. It was challenged by the management bank but finally the Hon'ble Apex Court in Civil Appeal No.- 1135 of

2019 restored the award passed by this tribunal. Since workman has discharged the duties regular for the three years continuously so he is entitled for reinstatement for the services of the bank as sub-staff.

10. On the other hand representative of the management argued that the claim of the Santosh Kumar for his reinstatement is not at all established by the workman side because Santosh Kumar never discharged his daily wage work continuously in the said branch, no documentary proof is given for continuous duty in the Daudpur Branch. It is further argued that he attendance register produced by the workman is not authentic document because it is not prepared in the official register and there is no seal of the bank moreover, the claim of the workman there was no permanent staff posted in the said bank is totally false one Santosh Kumar PTS was posted in the said branch as permanent PTS. It is further argued that whenever workman gave his services to the Daudpur Branch he was paid accordingly. So the claim of the workman has no basis and since he was not a employee of the bank there is no question of termination. It is also argued that it is settled principle of law mere continuous service as a temporary or adhoc or daily wager can not confer him any right for the service if he did not worked against sanctioned post. There was no sanctioned post vacant in Daudpur Branch because Santosh Kumar was already posted as permanent PTS hence the claim of the workman is not at all sustainable.

11. Considering all the facts and the materials available on the record as discussed above and the submissions as advanced on behalf of both the sides this tribunal takes the first issue whether the Santosh Kumar Choudhary acquired status of workman U/S-2(S) of the I.D.Act. Section-2(S) defined about the workman:- I 2 (S) “workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person

- (i) Who is subject to the Air Force, Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 or 1957); or
- (ii) Who is employed in the police service or as an officer or other employee of a prison, or
- (iii) Who is employed mainly in a managerial or administrative capacity, or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding 56a [ten thousand rupees] per mensem or exercise, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.]

In this regards this is the clear cut stance of Santosh Kumar that he was engaged as temporary peon right from opening of the branch of Andhra Bank at Daudpur Branch and he started discharging his duties as a temporary peon from 01.10.2014 onwards till his termination dt-31.01.2017, later on te Andhra Bank was merged in Union Bank of India and this is duly corroborated by the Santosh Kumar in his evidence as W.W-1 and this is not controverted by the management during the course of cross-examination rather management side admits that Santosh Kumar was engaged as daily wager for which he was duly paid. This tribunal further find that M.W-1 Prakash Deepak the management witness also admits in his evidence that he was Branch Manager of Daudpur Branch from 21.11.2016 to 03.06.2018 and during his tenure he, as a Branch Manager took the service of Santosh Kumar and one Sanjay was posted as PTS (Part Time Sweeper) this version of management clearly shows that Santosh Kumar was engaged by the Daudpur Branch as a daily wager on being oral appointed by the than Branch Manager and there is no evidence given by the management side there was any peon (sub-staff) was posted in the said branch during the course of the services given by Santosh Kumar at Daudpur Branch. These all establishes that Santosh Kumar acquires the status of workman while discharging his duties at Daudpur Branch of Andhra Bank and thereafter Union Bank of India after merger till 31.01.2017 so this tribunal does not find force in the contention of the management that Santosh Kumar is not a workman.

12. So far as issue no.-(ii) is concerned, whether Santosh Kumar worked regularly from 01.10.2014 to 31.01.2017 discharging duties as a temporary peon at Daudpur Branch. In this context Santosh Kumar as W.W-1 categorically supported his contention as asserted in his statement of claim that he was engaged as a temporary peon right from opening of the branch of Andhra Bank at Daudpur Branch from 01.10.2014 and he was discharging the duties of a temporary peon right from opening of the bank from 9.00 A.M to 6.00 P.M at the instruction of the Branch Manager. He also supported his different duties like the opening of the gate of bank premises thereafter some cleaning work, of table and counters and he also deposed that he often brought the cash from the chest to the cash counter and he was also discharged the duties of vouchers binding. This tribunal finds that management side did not controvert the duties discharged by Santosh Kumar at the Daudpur Branch by way of any cogent oral evidence or documentary evidence. This tribunal further finds that Santosh Kumar categorically stated that he was getting payment through debit vouchers initially he was getting Rs. 1800/- P.M after one year it was enhanced to Rs. 4000/- P.M and after six months he started receiving Rs. 12000/- P.M. In this connection Santosh Kumar proved the payment voucher of dt-01.10.2014 i.e (Ext.-W) the payment of Rs. 420/- for the period of 23.09.2014 to 30.09.2014 @ Rs. 60/- per day this

Ext-W corroborated the contention of workman Santosh Kumar he was initially getting Rs. 1800/- P.M in the year 2014 for one year. Moreover, Santosh Kumar in his evidence clearly stated that the bank did not provide other vouchers. This tribunal further finds that Santosh Kumar filed a deputation letter of dt- 24.03.2015 (Ext.-W/1) that shows that the then Branch Manager of Andhra Bank, Daudpur Branch sent Santosh Kumar to Gopalganj Branch for bringing PC set. This document also establish this fact that there was no sub-staff posted at Daudpur Branch at that time that's why Santosh Kumar was authorised by the then Branch Manager to bring the PC set. This kind of duty can be done only peon. In support of his continuous working from 01.10.2014 to 31.01.2017 Santosh Kumar filed photo copy of attendance register i.e period of 11.12.2014 to 31.01.2017 (Ext.-W/2). This document Ext.W/2 shows, there is initial of Santosh Kumar on the attendance sheet whenever he discharged his duties from 11.12.2014 to 31.01.2017 there is bank seal also on each page of the attendance register i.e from (Page-03 to 25) of the filed documents from the side of workman. This document also shows that one Sanjay Kumar was also putting his signature over the attendance register (Ext.-W/2) as he was working as a PTS i.e duly admitted by the management side. This tribunal further finds that Santosh Kumar, during his deposition also proved the page 19 of attendance register as Ext.-W/3 that shows that there is signature of then Branch Manager Prakash Deepak (Ext.-M/1) so this document attendance register (Ext.-W/2) thoroughly establishes that Santosh Kumar was regularly discharging duties as a temporary peon from 11.12.2014 to 31.01.2017 because it bears the seal of the bank and on page 19 there is signature of then Branch Manager establishing that Santosh Kumar was regularly discharged his duties at Daudpur Branch right from 01.10.2014 to 31.01.2017 there is no denial of this fact from the management sides by way of any cogent evidence moreover, M.W-1 Prakash Deepak clearly stated in his evidence that when he joined Daudpur Branch in the year-2016 as a Manager, Bank took the services of Santosh Kumar and at that time one Sanjay Kumar was PTS. He also admits that Santosh Kumar was getting payment through vouchers at weekly basis and this witness also admits the three vouchers of year 2017 shown from the workman side that is issued in the name of Santosh Kumar and all the three vouchers bears his signature as a passing officer. This tribunal further finds that the vouchers admitted by the management witness (M.W-1) of dt- 06.10.2017, the payment of Rs. 2970/- for the working of 01.09.2017 to 10.09.2017, 2nd vouchers is of dt- 06.10.2017 too i.e payment of Rs. 4455/- for the working period 11.09.2017 to 20.09.2017, 3rd vouchers is of 21.11.2017 showing the payment of Rs. 2324/- given to the Santosh Kumar for his five days work. This tribunal further finds that M.W-1 also admits that the voucher of payment Rs. 3464/- i.e the period working from 11.10.2017 to 17.10.2017 i.e issued on 14.11.2017. This admission of the management witness clearly shows that bank was taking the services of Santosh Kumar regularly as a temporary peon corroborates the claim of the Santosh Kumar so this issue is also thoroughly established by the workman by oral and documentary evidence. So far as issue no.- (iii) is concerned that is the core issue of the reference. In this context workman alleged that his service was abruptly terminated on 01.02.2017 however he was discharging duties as a temporary peon in Daudpur Branch of Andhra Bank from the opening of the said branch regularly. This tribunal finds and hold that Santosh Kumar has thoroughly establishes he has continuous discharged duties like a temporary peon at Daudpur Branch at Andhra Bank for more than 240 days in each year till his terminating dt-01.02.2017. This tribunal further finds and hold that there was no permanent peon posted in the Daudpur Branch of Andhra Bank that's why management bank took the service of Santosh Kumar as a temporary peon regularly and management also did not place any cogent evidence that there was any permanent peon posted in the Daudpur Branch. This tribunal further finds that management has admitted this fact one Sanjay Kumar was posted as PTS but he was not discharging duties of the peon at Daudpur Branch that's why management bank took the services of Santosh Kumar as a peon though he was orally appointed upon opening the Daudpur Branch of Andhra Bank. This tribunal further find and hold that taking the services of Santosh Kumar for fairly long time from 01.10.2014 to 31.01.2017 clearly shows that bank was in need of services of Santosh Kumar and utilized his services as a temporary peon for more than two years continuously hence the action of the management in terminating the services of Santosh Kumar without compliance of provision of section-25(F) of the Industrial Dispute Act, 1947 can't be held justified and legal. This tribunal further finds and hold that the workman side pointed out the award passed by this tribunal of one workman Mintu Kumar in Reference Case No.- 06(C) of 2006 i.e very similar to the case of Santosh Kumar. This tribunal also gone through the case of Mintu Kumar and found the contention of the workman side is justified in this case also.

13. On the ultimate analysis of all the facts and material available on the records as discussed above this tribunal finds and hold that workman Santosh Kumar has thoroughly established his claim by way of oral and documentary evidence so he is entitled for reinstatement in the services of the bank as a sub-staff now called Union Bank of India from 01.02.2017 with all consequential benefits. Under the aforesaid facts this is the considered opinion of this tribunal Santosh Kumar is entitled for his reinstatement in the services of management bank as sub-staff (class- IV grade) from 01.02.2017 with all consequential benefits. Accordingly management of the Andhra Bank now called Union Bank of India is directed to reinstate the services of Santosh Kumar as a sub-staff within two months from date of publication / gazettee of this award. This award is effected after date of publication in gazette.

This is my award accordingly.

Dictated & Corrected by me.

19.07.2024

MANOJ SHANKAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2024

का.आ. 1664.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बड़ौदा राजस्थान क्षेत्रीय ग्रामीण बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट (48/2003) प्रकाशित करती है

[सं. एल-12012/130/1999-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 23rd August, 2024

S.O. 1664—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 48/2003) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jaipur* as shown in the Annexure, in the industrial dispute between the management of Baroda Rajasthan Kshetriya Gramin Bank their workmen.

[No. L-12012/130/1999- IR(B-I)]

SALONI, Dy. Director

अनुलग्नक

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

पीठासीन अधिकारी

राधा मोहन चतुर्वेदी

सी.जी.आई.टी. प्रकरण संख्या— 48 / 2003

Reference No. L-12012/130/1999-IR (B-I)

Dated: 25.07.2003

श्रीमती कमला देवी सैनी पत्नी स्व. श्री मोहन लाल सैनी, निवासी—नियर सुर्वा फ्लौर मिल, महनसर, जिला—झुन्झुनू (राज.)।

.....प्रार्थी

बनाम

1. वरिष्ठ प्रबंधक, बड़ौदा राजस्थान क्षेत्रीय ग्रामीण बैंक, हैड ऑफिस, सीकर, राजस्थान— 332001

.....अप्रार्थीगण / विपक्षी

उपस्थितः—

: श्री आर. सी. जैन, प्रतिनिधि — प्रार्थी।

: श्री प्रवीण पुरोहित, अभिभाषक —विपक्षीगण।

:

अधिनिर्णय :

दिनांक 25. 06. 2024

1. श्रम मंत्रालय भारत सरकार नई दिल्ली द्वारा दिनांक 25.07.2003 को औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जावेगा) की धारा 10 (1) (डी) व 2। के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्यायनिर्णयन हेतु इस अधिकरण को संदर्भित किया गया :—

“Whether the action of the management of Baroda Rajasthan Kshetriya Gramin Bank Sikar in terminating the services of Smt. Kamla Devi Saini w.e.f. 01-01-1982 is justified? If not, to what relief the disputant concerned is entitled?

2. तदुपरांत दिनांक 11.11.2005 को श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा एक संशोधन रेफरेंस आदेश जारी करते हुये मूल रेफरेंस आदेश दिनांक 25.07.2003 में प्रार्थी की सेवा समाप्ति की तिथि 01.01.1982 जोड़े जाने का आदेश दिया गया।
3. दिनांक 12.11.2013 को श्रम मंत्रालय द्वारा विपक्षी बैंक (शेखावाटी ग्रामीण बैंक) का विलय राजस्थान ग्रामीण बैंक में हो जाने के कारण विपक्षी बैंक का नाम राजस्थान ग्रामीण बैंक के रूप में संशोधित किया।
4. तदुपरांत दिनांक 18.09.2015 को श्रम मंत्रालय भारत सरकार ने पुनः एक संशोधन आदेश जारी कर राजस्थान ग्रामीण बैंक के स्थान पर बडौदा राजस्थान क्षेत्रीय ग्रामीण बैंक पढ़े जाने का संशोधन आदेश जारी किया। इस संशोधन आदेश के संदर्भ में संशोधित वाद शीर्षक प्रार्थी द्वारा प्रस्तुत किया गया।
5. दिनांक 10.01.2006 को प्रार्थी ने अपने दावे का अभिकथन प्रस्तुत करते हुये यह कहा कि प्रार्थी की नियुक्ति विपक्षी के अधीन दिनांक 08.09.1978 को पार्ट टाईम मेसेन्जर के पद पर की गई थी। नियुक्ति के बाद दिनांक 31.12.1981 तक प्रार्थी विपक्षी संस्थान में कार्य करती रही। दिनांक 01.01.1982 को विपक्षी के शाखा प्रबंधक ने प्रार्थी को सेवामुक्त कर दिया। दिनांक 01.01.1982 को सेवामुक्त करने के पूर्व प्रार्थी को कोई नोटिस, नोटिस वेतन या छंटनी मुआवजे का भुगतान नहीं किया गया। इस प्रकार अधिनियम की धारा 25 F के प्रावधानों का पालन नहीं किया गया। प्रार्थी की सेवामुक्ति के समय प्रार्थी से कनिष्ठ अनेक श्रमिक कार्यरत थे जिन्हें रख लिया गया और सेवामुक्ति के बाद नये श्रमिकों को भी भर्ती किया गया। इस प्रकार अधिनियम की धारा 25 G और H का विपक्षी ने उल्लंघन किया। अतः वाद स्वीकार कर प्रार्थी की सेवामुक्ति दिनांक 01.01.1982 को अवैध घोषित करते हुये सेवा में निरंतरता एवं विगत वेतन परिलाभों सहित प्रार्थी को पुनः सेवा में लिया जावे।
6. विपक्षी ने अपने वादोत्तर में वाद के तथ्यों को अस्वीकार किया। विपक्षी का कथन है कि उनकी महनसर शाखा में सफाई कार्य व पीने का पानी भरने के लिये प्रार्थी से अंशकालीन कार्य करने के लिये जो प्रति दिन आधे से एक घन्टे का कार्य था, 20 रु. मासिक दर से मौखिक रूप से कार्य लिया गया। प्रार्थी को कभी भी सेवामुक्त नहीं किया गया, बल्कि उसने स्वयं ही काम पर आना बंद कर दिया। प्रार्थी ने यह मामला 17 वर्ष बाद उठाया है। केन्द्र सरकार ने भी प्रकरण को विलबित मानते हुये इसे न्यायनिर्णयन हेतु प्रेषित नहीं किया। तदुपरांत राजस्थान उच्च न्यायालय के आदेश पर यह मामला भेजा गया है। श्रम संगठन और बैंक के बीच दिनांक 29.07.1991 को जो समझौता हुआ था उसके तहत 21 पार्ट टाईम व्यक्तियों के संबंध में जब भी नियमित रिक्तिया होगी उन्हें प्राथमिकता से पुनः नियोजन का अवसर दिया जाना तय हुआ था। प्रार्थी के काम पर न आने के कारण श्री मोती लाल को सफाई व पानी भरने हेतु रखा गया था। अंशकालीन सफाई कर्मचारियों की कोई वरिष्ठता सूची नहीं होती। विपक्षी ने अधिनियम के किसी भी प्रावधान का उल्लंघन नहीं किया। विपक्षी द्वारा प्रार्थी को सब्जी बेचने एवं दूध के व्यवसाय हेतु ऋण भी दिया गया था। अतः वाद निरस्त किया जावे।
7. प्रार्थी ने विपक्षी के वादोत्तर के उपरांत अतिरिक्त कथन भी प्रस्तुत किये, और विपक्षी के अभिवचनों को अस्वीकार किया।
8. प्रार्थी ने अपने साक्ष्य में स्वयं प्रार्थी कमला देवी को परीक्षित किया। प्रलेखीय साक्ष्य में प्रदर्श W-1 समझौता प्रदर्शित किया।
9. विपक्षी ने अपने साक्ष्य में NAW-1 सतीश चन्द्र गोयल को परीक्षित किया तथा प्रलेखीय साक्ष्य में प्रदर्श R-1 प्रदर्श R-2 तथा प्रदर्श M-1 से प्रदर्श M-3 प्रलेखों को प्रदर्शित किया।
10. दिनांक 28.05.2024 को मैंने उभय पक्ष के प्रतिनिधि/अभिभाषकगण के तर्क सुनें, एवं प्रस्तुत किये गये विधिक दृष्टांतों में पारित विधि एवं साक्ष्य पर मनन किया।
11. प्रार्थी की ओर से यह तर्क है कि प्रार्थी को दिनांक 08.09.1978 को अंशकालीन सफाई एवं पानी भरने हेतु 20 रु. मासिक दर से नियुक्त किया जाना और प्रार्थी का दिनांक 01.01.1982 तक कार्यरत रहना विपक्षी के साक्षी सतीश चन्द्र गोयल द्वारा स्वीकार किया गया है। प्रदर्श R-1 में प्रार्थी को दिनांक 24.10.1981 तक मासिक भुगतान करना भी स्वीकार किया गया है। प्रार्थी कमला देवी ने अपने शपथ पत्र में दिनांक 08.09.1978 से 01.01.1982 तक लगातार काम करने का जो कथन किया है उसे विपक्षी द्वारा किसी विरोधी सुझाव के माध्यम से खण्डित करने का प्रयास भी

नहीं किया गया है। अंशकालीन या पूर्णकालीन दोनों ही श्रमिक कर्मकार की परिभाषा में आते हैं। विपक्षी का यह तर्क है कि प्रार्थी स्वयं कार्य छोड़कर चली गई, किसी प्रकार सिद्ध नहीं हुआ है, क्योंकि कार्य छोड़ने के उपरांत विपक्षी द्वारा उसे कोई नोटिस नहीं दिया गया। प्रदर्श M-3 समझौते के साथ संलग्न सूची (अनुलंगनक-ए) में प्रभूदयाल शर्मा नामक श्रमिक की नियुक्ति नवम्बर, 1981 में प्रार्थी के बाद हुई थी, फिर भी उसे नियमित नियुक्ति दे दी गई। प्रार्थी का नाम इस सूची में इस कारण सम्मिलित नहीं किया गया कि वह काम पर नहीं आ रही थी। जबकि इस सूची में ऐसे व्यक्तियों के नाम भी हैं जिन्हें सेवा से हटा दिया गया था। इस प्रकार प्रार्थी से कनिष्ठ व्यक्तियों को विपक्षी द्वारा सेवा में रखा जाना प्रमाणित होता है। अतः वाद स्वीकार किया जावे।

12. उन्होंने अपने तर्कों के समर्थन में निम्नलिखित निर्णय प्रस्तुत किये :—

1. करुणा भट्टाचार्जी बनाम स्टेट ऑफ वेस्ट बंगाल 2007 (114) FLR 352
2. सेक्टरी (पोलिसी) रीजनल डायरेक्टर (फूड) एम्प्लाइज ऐसो. बनाम एफ.सी.आई. 2010 (124) FLR 369
3. डिवीजनल मैनेजर न्यू इण्डिया एष्टोरेंस कं. लि. बनाम ए. शंकर लिंगम 2008 AIR SCW 7325
4. स्टेट ऑफ हरियाणा बनाम पी.ओ. इण्डस्ट्रीयल ड्रिब्युनल कम लेवर कोर्ट, अंबाला 2019 LLR 412
5. स्टेट ऑफ राजस्थान बनाम हरीष चन्द्र शर्मा 2006 (4) RLW 3028
6. एरजीक्यूटिव इंजीनियर व अन्य बनाम लेखराज 2005 (12) सुप्रीम कोर्ट केसेज 181
7. अजयपाल सिंह बनाम हरियाणा वेयर हाउसिंग कोप. 2015 (145) FLR 425
8. गौरी शंकर बनाम स्टेट ऑफ राजस्थान (2015) 12 सुप्रीम कोर्ट केसेज 754
9. मदन सिंह बनाम जज लेवर कोर्ट जयपुर क्षण्ठ छँप पिटीशन नं. 129 / 1987 राज. उच्च न्यायालय निर्णय तिथि 22.04.1987
10. पंजाब लेण्ड डवलेपमेंट एण्ड रिक्लेमेषन कोर्प. लि. चण्डीगढ़ बनाम पी.ओ. लेवर कोर्ट, चण्डीगढ़ 1990 (3) SCC 682
11. सूरजमल बनाम स्टेट ऑफ राजस्थान S.B. C.W. पिटीशन नं. 1284 / 2004 निर्णय तिथि 21.05.2007
12. गौरी शंकर विष्वकर्मा बनाम ईगल स्प्रिंग इण्डस्ट्रीज प्रा. लि. 1994 III LLJ 689
13. स्टेट ऑफ हरियाणा व अन्य बनाम विजय कुमार 2001 (II) LLJ 1592
14. म्युनिसिपल कारपोरेशन ऑफ दिल्ली बनाम श्री सुखवीर सिंह 1994 (69) FLR 17
15. विपक्षी के अभिभाषक का यह विरोधी तर्क है कि प्रदर्श M-3 समझौते के साथ संलग्नक सूची में प्रार्थी का नाम इस कारण सम्मिलित नहीं है कि वह अंशकालीन मेसेन्जर नहीं थी। प्रार्थी स्वयं ही कार्य छोड़ कर चली गई थी। अंशकालीन दैनिक वेतन भोगी श्रमिकों की सेवा के संबंध में कोई विभागीय जॉच किया जाना, या उन्हें नोटिस दिये जाने का कोई औचित्य नहीं है। इसलिए प्रार्थी के न आने पर दूसरे व्यक्तियों को इस कार्य हेतु रख लिया गया। प्रार्थी ने यह विवाद अत्यधिक विलम्ब से प्रस्तुत किया है। अतः वाद निरस्त किया जावे।
16. उन्होंने अपने तर्क के समर्थन में निम्नांकित निर्णय प्रस्तुत किया।
 1. केरल स्टेट इले. बोर्ड बनाम टी.पी. कुन्हालुम्मा AIR 1977 सुप्रीम कोर्ट 282
 17. उभयपक्ष के अभिवचनों एवं साक्ष्य पर विचार के पञ्चात इस विवाद में निम्नांकित विचारणीय बिन्दु उत्पन्न हुये हैं—
 1. क्या प्रार्थी ने उसकी सेवा समाप्ति तिथि 01.01.1982 के पूर्ववर्ती एक कलेण्डर वर्ष की अवधि में विपक्षी के अधीन 240 दिन से अधिक कार्य किया तथा विपक्षी द्वारा सेवामुक्ति के पूर्व अधिनियम की धारा 25 F के प्रावधानों का अनुपालन नहीं किये जाने से यह सेवामुक्ति अवैध है?प्रार्थी
 2. क्या प्रार्थी को सेवामुक्ति किये जाते समय प्रार्थी से कनिष्ठतर अनेक श्रमिक कार्यरत थे, तथा प्रार्थी को सेवामुक्ति करने के उपरांत नये श्रमिकों की भर्ती भी विपक्षी द्वारा की गई?प्रार्थी

3. अनुतोषः—

16. विचारणीय बिन्दुओं पर कमिक निर्णय इस प्रकार हैः—

विचारणीय बिन्दु संख्या—1

18. प्रार्थी श्रीमती कमला देवी ने अपने साक्ष्य के शपथ पत्र में यह कहा है कि उसकी नियुक्ति विपक्षी संस्थान में दिनांक 08.09.1978 को दैनिक वेतन पर सन्देश वाहक/पीओन के रूप में हुई थी। उसने दिनांक 31.12.1981 तक निरंतर कार्य किया और प्रत्येक वर्ष में 240 दिन से अधिक कार्य किया था। इस साक्षी से की गई प्रतिपरीक्षा में उसने स्वीकार किया है कि नियुक्ति पत्र पत्राकाली में नहीं है। तथा 240 दिन साल में काम करने का उसके पास कोई कागज हो तो ध्यान नहीं है। इस स्थिति में प्रार्थी ने विपक्षी के अधीन एक कलेण्डर वर्ष में 240 दिन कार्य करने संबंधी कोई अभिलेख प्रस्तुत नहीं किया है। किंतु विपक्षी के साक्षी NAW-1 सतीश चन्द्र गोयल ने अपने प्रतिपरीक्षण में यह स्वीकार किया है कि दिनांक 08.09.1978 से 01.01.1982 तक प्रार्थी को 20 रु. महीना मजदूरी दी गई। साक्षी यह भी स्वीकार करता है कि हमने ऐसा कोई दस्तावेज पेश नहीं किया है जो दिनांक 08.09.1978 से 01.01.1982 तक के मध्य प्रार्थी के अनुपस्थित रहने के संबंध में हो। इस प्रकार एक ओर तो विपक्षी यह स्वीकार करते हैं कि उन्होंने दिनांक 08.09.1978 से 01.01.1982 तक प्रार्थी को मासिक मजदूरी का भुगतान किया तथा दूसरी ओर यह भी स्वीकार करते हैं कि इस अवधि में प्रार्थी के अनुपस्थित रहने संबंधी कोई प्रलेख उन्होंने प्रस्तुत नहीं किया। माननीय सर्वोच्च न्यायालय ने अपने निर्णय एंग्जीक्यूटिव इंजीनियर व अन्य बनाम लेखराज में यह अधिमत व्यक्त किया है कि जब कर्मकार ने स्वयं को 240 दिन कार्य करने के संबंध में परीक्षित किया है तथा प्रतिपरीक्षा में कर्मकार से कार्य अवधि के संबंध में कोई प्रश्न ही नहीं किया गया हो, तो यह उपधारित किया जावेगा कि प्रबंधन पक्ष ने उक्त अवधि को स्वीकार किया है।

19. अभिभाषक विपक्षी का यह आक्षेप है कि प्रार्थी से प्रतिदिन आधा से एक घंटा ही कार्य करवाया जाता था इसलिए उसे 20 रु. मासिक दर से मजदूरी का भुगतान किया जाता था। अंशकालीन कार्य के लिये इस स्थिति में एक वर्ष की अवधि में 240 दिन कार्य दिवस की गणना किया जाना न्याय संगत नहीं है। इस संबंध में माननीय उच्चतम न्यायालय ने अपने निर्णय डिवीजनल मैनेजर न्यू इण्डिया एष्योरेंस कं. लि. बनाम ए. शंकर लिंगम में यह प्रतिपादित किया है कि अंशकालीन कर्मचारी यदि नियोजक के नियन्त्रण के अधीन हो तो वह कर्मकार की परिभाषा में आवेगा तथा अधिनियम की धारा 25 B और 25 F के प्रावधानों का संरक्षण उसे देय होगा। माननीय पंजाब हरियाणा उच्च न्यायालय ने स्टेट ऑफ हरियाणा बनाम पी.ओ. इण्डस्ट्रीयल ट्रिब्युनल कम लेवर कोर्ट, अंबाला के निर्णय में यह कहा है कि अंशकालीन स्वीपर भी कर्मकार है। उसे अधिनियम की धारा 25 F के प्रावधानों का संरक्षण प्राप्त है। इस तथ्यात्मक और विधिक परिदृष्टि में विपक्षी का यह तर्क कि प्रार्थी द्वारा एक वर्ष में 240 दिन कार्य की गणना अंशकालीन कार्य के आधार पर नहीं की जानी चाहिये, स्वीकार्य तर्क नहीं है।

20. अभिभाषक विपक्षी का यह भी प्रबल तर्क है कि प्रार्थी स्वयं ने ही काम पर आना बंद कर दिया और उन्होंने प्रार्थी को सेवामुक्त नहीं किया। इसलिए प्रार्थी की सेवामुक्ति छंटनी नहीं है। प्रार्थी के प्रतिनिधि द्वारा इस तर्क का विरोध करते हुये यह कहा गया कि यदि प्रार्थी स्वयं काम को छोड़कर चली भी गई हो तो विपक्षी द्वारा प्रार्थी को कोई नोटिस न दिये जाने और कोई कार्यवाही न करने की स्थिति में अधिनियम की धारा 2 (oo) के अंतर्गत यह सेवामुक्ति, छंटनी ही है। माननीय उच्चतम न्यायालय ने पंजाब लेण्ड डवलेपमेंट एण्ड रिक्लेमेषन कोर्प. लि. चण्डीगढ़ बनाम पी.ओ. लेवर कोर्ट, चण्डीगढ़ तथा माननीय राजस्थान उच्च न्यायालय ने मदन सिंह बनाम जज लेवर कोर्ट जयपुर के निर्णयों में यह मार्गदर्शन दिया है कि अधिनियम की धारा 2 (oo) के अंतर्गत "छंटनी" अभिव्यक्ति में अपवादित दशाओं के अतिरिक्त प्रत्येक प्रकार की सेवा समाप्ति समाविष्ट है। सेवा का परित्याग चूंकि किसी भी अपवादित दिशा में समाहित नहीं है, अतः वह छंटनी है। इसलिए नियोजक अधिनियम की धारा 25 F के प्रावधानों से उनमुक्ति नहीं ले सकता।

21. माननीय राजस्थान उच्च न्यायालय ने सूरजमल बनाम स्टेट ऑफ राजस्थान तथा माननीय बोम्बे उच्च न्यायालय ने गौरी शंकर विष्वकर्मा बनाम ईंगल स्प्रिंग इण्डस्ट्रीज प्रा. लि., माननीय पंजाब हरियाणा उच्च न्यायालय ने स्टेट ऑफ हरियाणा व अन्य बनाम विजय कुमार तथा माननीय दिल्ली उच्च न्यायालय ने म्युनिसिपल कारपोरेशन ऑफ दिल्ली बनाम श्री सुखवीर सिंह के निर्णयों में इस संबंध में यह मार्गदर्शन दिया है कि कार्य स्वयं छोड़कर जाने की दिशा में कर्मकार को यदि नोटिस नहीं दिया गया हो और कर्मकार नियोजक द्वारा उसकी सेवा समाप्त करने का कथन करे, तो यह नहीं माना जावेगा कि कर्मकार ने सेवा का परित्याग किया है। एक बार यह स्थापित हो जाये कि कर्मकार को किसी निश्चित अवधि के लिए कार्य पर नहीं रखा गया, तो कर्मकार को कार्य पर लेने से मनाही विधि के अनुरूप होनी चाहिये। यदि कर्मकार काम को छोड़ दे तो उसके विरुद्ध जॉच की जानी चाहिये। इन निर्णयों में पारित विधि के

प्रकाश में विपक्षी द्वारा प्रस्तुत तर्क सारहीन प्रमाणित होता है और यह स्पष्टरूप से प्रमाणित होता है कि प्रार्थी ने विपक्षी के अधीन दिनांक 01.01.1982 को की गई सेवामुक्ति के पूर्ववर्ती एक वर्ष की अवधि में 240 दिन से अधिक कार्य किया था। प्रार्थी का कथन है कि सेवामुक्ति के पूर्व उसे कोई नोटिस अथवा नोटिस वेतन एवं छंटनी प्रतिकर का भुगतान विपक्षी ने नहीं किया। विपक्षी ने भी यह नहीं कहा है कि सेवामुक्ति के पूर्व उन्होंने अधिनियम की धारा 25 F के प्रावधानों का अनुपालन किया है। माननीय उच्चतम न्यायालय ने गौरी शंकर बनाम स्टेट ऑफ राजस्थान के निर्णय में अधिनियम की धारा 25 F के प्रावधानों के विपरीत पारित किये गये सेवा समाप्ति आदेश को शून्य एवं अवैध माना है।

22. माननीय कलकत्ता उच्च न्यायालय ने अपने निर्णय करुणा भट्टाचार्जी जी बनाम स्टेट ऑफ वेस्ट बंगाल तथा सेकेटरी (पोलिसी) रीजनल डायरेक्टर (फूड) एम्प्लाइज ऐसो. बनाम एफ.सी.आई. के निर्णयों में यह अधिमत व्यक्त किया है कि जब अधिकरण के समक्ष यह प्रेष्ठ हो कि सेवामुक्ति अवैध है या नहीं तो अधिकरण यह जॉच नहीं कर सकता है कि यह सेवामुक्ति भी है, अथवा नहीं। अधिकरण को मात्र प्रेषित किये गये विवाद के बिन्दुओं को ही न्याय निर्णीत करने का क्षेत्राधिकार प्राप्त है। अन्य अनुषांगिक बिन्दुओं पर नहीं।
23. माननीय राजस्थान उच्च न्यायालय ने स्टेट ऑफ राजस्थान बनाम हरीश चन्द्र शर्मा के निर्णय में यह कहा है कि औद्योगिक अधिकरण की अधिकारता रेफरेंस के निर्वचनों तक ही सीमित है। अधिकरण के समक्ष रेफरेंस आदेश को चुनौती नहीं दी जा सकती। इन निर्णयों के प्रकाश में इस अधिकरण द्वारा प्रार्थी के संबंध में प्रेषित विवाद जिसमें प्रार्थी की सेवामुक्ति की वैधता मात्र का परीक्षण किया जाना है, तक ही अधिकरण को क्षेत्राधिकार उपलब्ध है उससे परे नहीं।
24. इस विवेचन के उपरांत चूंकि प्रार्थी की सेवामुक्ति दिनांक 01.01.1982 अधिनियम की धारा 25 F के प्रावधानों के विपरीत की गई प्रमाणित हुई है, यह बिन्दु प्रार्थी के पक्ष में निर्णीत किया जाता है।

विचारणीय बिन्दु संख्या—2

25. इस बिन्दु के संबंध में प्रार्थी ने यह कहा है कि उसे सेवामुक्त करते समय उससे जूनियर कई श्रमिक संस्थान में कार्यरत थे। प्रार्थी को सेवामुक्त किये जाते समय उससे जूनियर श्री मोतीलाल कार्यरत थे। मोतीलाल को सेवा में रखे जाने के कारण ही उसे सेवामुक्त कर दिया। दिनांक 19.07.1991 को सम्पन्न समझौते से भी यह स्पष्ट है कि प्रार्थी की सेवामुक्ति के समय उससे जूनियर श्रमिक कार्यरत थे। प्रार्थी से की गई प्रतिपरीक्षा में ऐसा कोई विरोधी सुझाव नहीं दिया गया है कि जिससे प्रार्थी के उपर्युक्त कथन किसी प्रकार खण्डित हो। विपक्षी ने अपने वादोत्तर में यह स्वीकार किया है कि प्रार्थी के काम पर नहीं आने के कारण श्री मोतीलाल को अंशकालीन सफाई कार्य एवं पानी भरने हेतु रखा गया था, जिसको दिनांक 24.08.1987 को नियमित किया गया। विपक्षी के साक्षी सतीष चन्द्र गोयल ने इस तथ्य की पुष्टि भी की है। प्रदर्श M-3 उभयपक्ष के मध्य दिनांक 29.07.1991 को सम्पन्न हुआ समझौता है। जिसके साथ संलग्न अनुलग्नक 1 में प्रभू दयाल शर्मा नामक श्रमिक का नाम सम्मिलित है जिसने बैंक की शाखा में नवम्बर, 1981 में कार्य प्रारंभ किया था और उसे भी विपक्षी द्वारा सेवा से हटाया गया था, जिसका वाद सहायक श्रम आयुक्त (केन्द्रीय) के यहाँ लंबित होना दर्शाया गया है। विपक्षी साक्षी सतीष चन्द्र गोयल ने प्रतिपरीक्षा में यह कहा है कि यह सही है कि इस तालिका में सेवा से हटाये गये व्यक्ति भी सम्मिलित हैं। प्रार्थी का नाम इस तालिका में इसलिए शामिल नहीं है क्योंकि वह काम पर ही नहीं आ रही थी। इस स्थिति में यह प्रमाणित हो जाता है कि प्रार्थी से कनिष्ठ श्री मोतीलाल नामक व्यक्ति को प्रार्थी की सेवामुक्ति के उपरांत सफाई कार्य व पानी भरने हेतु अंशकालीन रखा गया और इसी प्रकार प्रभू दयाल शर्मा नामक व्यक्ति को भी प्रार्थी से कनिष्ठतर होने के उपरांत भी समझौते के अंतर्गत नियुक्ति में वरीयता दिये जाने हेतु उपयुक्त माना गया।
26. माननीय उच्चतम न्यायालय ने गौरी शंकर बनाम स्टेट ऑफ राजस्थान के निर्णय में यह मार्गदर्शन दिया है कि अधिनियम की धारा 25 F, G व H के विरुद्ध पारित सेवा समाप्ति आदेश शून्य एवं अवैध है। इस विवेचन के उपरांत यह बिन्दु प्रार्थी के पक्ष में निर्णीत किया जाता है।

अनुतोषः—

27. विपक्षी का यह आक्षेप है कि प्रार्थी द्वारा यह विवाद 17 वर्ष बाद प्रस्तुत किया गया है जो अत्यधिक विलंबित है इसलिए निरस्त किया जाना चाहिये। उन्होंने इस संदर्भ में माननीय उच्चतम न्यायालय का निर्णय केरल स्टेट इले. बोर्ड बनाम टी.पी. कुन्हालुम्मा प्रस्तुत किया। इस निर्णय में माननीय उच्चतम न्यायालय ने यह कहा है कि लिमिटेषन एकट के अनुच्छेद 137 के प्रावधान सभी याचिकाओं व प्रार्थना पत्रों पर प्रयोग्य होते हैं। इस संबंध में

यह उल्लेख किया जाना आवश्यक है कि समुचित सरकार द्वारा दिनांक 25.07.2003 को यह विवाद इस अधिकरण को प्रेषित किये जाने के पछात दिनांक 05.11.2003 को प्रार्थी ने दावे का अभिकथन प्रस्तुत कर दिया था। समुचित सरकार द्वारा इस विवाद को न्यायनिर्णयन हेतु प्रेषित किये जाने के बाद अधिकरण को यह क्षेत्राधिकार प्राप्त नहीं है कि वह विवाद के विलम्ब से प्रस्तुतीकरण के आधार पर न्यायनिर्णयन से इंकार करे। माननीय राजस्थान उच्च न्यायालय ने अपन नवीनतम निर्णय गोपीराम यादव बनाम स्टेट ऑफ राजस्थान S.B.C.W. पिटीशन नं. 11575 /2019 निर्णय तिथि 17.08.2023 (स्वयं अधिकरण द्वारा) में यह कहा है कि यदि एक व्यक्ति विलम्ब या लापरवाही का दोषी है तो श्रम न्यायालय के लिए यह एक आधार हो सकता है कि वह अनुतोष देने से इंकार कर दे या विगत वेतन का अनुतोष न दे किंतु समुचित सरकार विवाद को न्यायनिर्णयन हेतु प्रेषित करने से इंकार नहीं कर सकती है। इसके अतिरिक्त माननीय उच्चतम न्यायालय ने अपने निर्णय अजायब सिंह बनाम सराहिंद को ऑपरेटिव मार्केटिंग कम प्रोसेसिंग सर्विस सोसायटी लि. व अन्य (1999) 6 SCC 82 (स्वयं अधिकरण द्वारा) में यह अधिमत व्यक्त किया है कि लिमिटेशन एक्ट की अनुसूची में वर्णित अनुच्छेद 137 के प्रावधान औद्योगिक विवाद अधिनियम के अंतर्गत कार्यवाहियों पर प्रयोज्य नहीं है।

16. प्रार्थी ने अपने दावे के अभिकथन में सेवा में निरंतरता व विगत वेतन परिलाभों सहित सेवा में पुनर्स्थापन का अनुतोष माँगा है किंतु इस विवाद के लंबित रहते हुए ही प्रार्थी की आयु सेवा निवृत्त की परिसीमा को पार कर चुकी है इसलिए प्रार्थी को सेवा में बहाल किया जाना संभव ही नहीं रहा है। इस स्थिति में यह परीक्षण किया जाना आवश्यक है कि क्या प्रार्थी सेवामुक्ति के उपरांत किसी लाभप्रद नियोजन या सेवा में रही है व धनोपार्जन किया है। विपक्षी साक्षी ने अपने मुख्य परीक्षण में कहा है कि सेवामुक्ति के पूर्व से ही प्रार्थी ने विपक्षी बैंक से व्यवसाय हेतु ऋण लिया था और उसका पुनर्भुगतान कर दिया। सेवामुक्ति के उपरांत दिनांक 13.12.1990 को भी प्रार्थी ने डेयरी व्यवसाय हेतु विपक्षी से ऋण लिया जिसके 2006 तक ही 68265/-रु. बकाया थे। इन कथनों को प्रार्थी द्वारा प्रतिपरीक्षा के दौरान खण्डित करने का कोई प्रयास नहीं किया गया है इसलिए ये कथन प्रार्थी द्वारा स्वीकृत कर लिए गये प्रमाणित होते हैं। इन तत्वों के अस्तित्व में यह स्पष्ट होता है कि प्रार्थी सेवामुक्ति के पूर्व से ही व्यवसाय संचालित कर रही थी और सेवा समाप्ति के बाद भी वह व्यवसाय संचालित करते हुये लाभप्रद नियोजन में थी उसी कारण उसने बैंक से लिए हुये ऋणों का पुनर्भुगतान कर दिया व पुनः ऋण लेकर धनराशि व्यवसाय में निवेश की। प्रार्थी इस प्रकार सेवामुक्ति के उपरांत बेरोजगार नहीं रही है। प्रार्थी एक अंषकालीन आकस्मिक श्रमिक थी जिसे सफाई कार्य व पानी भरने जैसे अल्पकालीन कार्य हेतु मात्र 20 रु. मासिक वेतन पर कार्य पर लगाया गया था। प्रार्थी द्वारा बैंक से ऋण लेकर व्यवसायिक कार्य बैंक के अधीन नियोजन के दौरान भी किया जाता था इस प्रकार यह भी स्पष्ट है कि बैंक के नियोजन में वह पूर्ण कालिक कर्मकार वस्तुतः नहीं थी, और अपना निजी व्यवसाय भी करती थी। इसलिए इस तथ्यात्मक परिदृष्टि में मुद्रास्फीति व भविष्य में होने वाली संभावित वेतनवृद्धि को दृष्टिगत रखते हुये इस अधिकरण के सुविचारित अधिमत से प्रार्थी को एक लाख रुपये एकमुश्त प्रतिकर दिलवाये जाने पर न्यायहित साधन हो सकेगा।
17. अतः दिनांक 01.01.1982 को विपक्षी द्वारा की गई प्रार्थी की सेवा समाप्ति को अवैध घोषित किया जाता है। इस अवैध सेवा समाप्ति के परिणाम स्वरूप प्रार्थी विपक्षी से एक लाख रुपये प्रतिकर एकमुश्त प्राप्त करने की अधिकारी है। विपक्षी इस राष्ट्रीय का भुगतान प्रार्थी को दो माह की अवधि में करें अन्यथा भुगतान होने तक इस राष्ट्रीय पर प्रार्थी, 6 प्रतिशत वार्षिक ब्याज दर से ब्याज भी प्राप्त करने की अधिकारी होगी।
18. श्रम मंत्रालय भारत सरकार द्वारा संदर्भित विवाद को इसी प्रकार न्याय निर्णीत किया जाता है।
19. अधिनिर्णय की प्रतिलिपि समुचित सरकार को अधिनियम, की धारा 17 (1) के अंतर्गत प्रकाशनार्थ प्रेषित की जावें।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 23 अगस्त, 2024

का.आ. 1665.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट (91/2012) प्रकाशित करती है

[सं. एल-12012/58/2012-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 23rd August, 2024

S.O. 1665—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 91/2012) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Jaipur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India their workmen.

[No. L-12012/58/2012- IR(B-I)]

SALONI, Dy. Director

अनुलग्नक

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

पीठासीन अधिकारी

राधा मोहन चतुर्वेदी

सी.जी.आई.टी. प्रकरण सं.—91 / 2012

Reference No. L-12012/58/2012-IR (B-I)

Dated: 16.10.2012

श्री मॉगीलाल बुनकर (मृतक) पुत्र स्व. श्री गणेश राम बुनकर, के विधिक प्रतिनिधि

1/1 श्रीमती कमला देवी, (पत्नी)	1/2 सुमन वर्मा, (पुत्र)
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1/3 खुशबू वर्मा, (पुत्री)	1/4 ममता वर्मा, (पुत्री)
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1/5 कुलदीप वर्मा, (पुत्र)	1/6 लोकेश वर्मा, (पुत्र)
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सभी निवासी— घोड़ीला की ढाणी, बबेरवालो की ढाणी, जोबनेर, जयपुर (राज.)।

.....प्रार्थीगण

बनाम

1. मुख्य प्रबंधक, स्टेट बैंक ऑफ इण्डिया, तिलक मार्ग, सी-स्कीम, जयपुर—
2. शाखा प्रबंधक, (कलेक्ट्रेट शाखा), स्टेट बैंक ऑफ इण्डिया, बनीपार्क, जयपुर।

.....अप्रार्थीगण / विपक्षी

उपस्थितः—

: श्री एम.एफ. बेग, अभिभाषक — प्रार्थी।

: श्री उदय शर्मा, अभिभाषक (श्री आर.के. जैन, अभिभाषक की ओर से) —विपक्षीगण।

अधिनिर्णय :

दिनांक 27. 06. 2024

1. श्रम मंत्रालय भारत सरकार नई दिल्ली, द्वारा दिनांक 16.10.2012 को औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जावेगा) की धारा 10 (1) (डी) व 2। के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्यायनिर्णय हेतु इस अधिकरण को संदर्भित किया गया :—

“Whether the action of the management of State Bank of Bikaner and Jaipur in terminating the services of Shri Mangi Lal Bunkar w.e.f. 10.12.1989 is legal and justified? To what relief Shri Mangi Lal is entitled?”

2. प्रार्थी श्रमिक की ओर से दिनांक 20. 05. 2013 को दावे का अभिकथन प्रस्तुत करते हुये यह कहा गया है कि प्रार्थी की प्रथम नियुक्ति दिनांक 16. 07. 1985 को दैनिक वेतन भोगी चपरासी के पद पर स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर तत्कालीन कलेकट्रेट शाखा जयपुर में हुई थी। प्रार्थी ने 09. 12. 1989 को प्रार्थी की सेवायें अवैध रूप से समाप्त कर दी। विपक्षी संस्थान में कार्य का कोई अभाव नहीं है। प्रार्थी की सेवामुक्ति के बाद भी चपरासी के पद पर नयी नियुक्तियाँ की जाती रही है। किंतु प्रार्थी को कोई प्राथमिकता नहीं दी गई। सेवा समाप्त करने से पूर्व कोई वरिष्ठता सूची भी नहीं बनाई। प्रार्थी ने सेवा समाप्ति के पूर्व के 12 महीनों में तथा सेवा के प्रत्येक वर्ष में 240 दिन से अधिक कार्य किया। किंतु सेवा समाप्ति के पूर्व प्रार्थी को एक माह का नोटिस अथवा नोटिस वेतन एवं छंटनी मुआवजा का भुगतान नहीं किया गया। इसलिए प्रार्थी की सेवा समाप्ति अधिनियम की धारा 25 F, G व H एवं नियम 78 के विरुद्ध है। अतः प्रार्थी के सेवामुक्ति आदेश को अवैध घोषित करते हुये सेवा में निरंतरता एवं विगत वेतन परिलाभ सहित प्रार्थी को पुनः सेवा में लिये जाने का आदेश दिया जावे।

3. दिनांक 28. 01. 2014 को विपक्षीगण ने वादोत्तर प्रस्तुत करते हुये यह कहा है कि प्रार्थी एवं विपक्षी के बीच नियोजक एवं नियोजित का संबंध कभी नहीं रहा। प्रार्थी ने बैंक में लगातार कार्य कभी नहीं किया। मात्र आक्रियक प्रकृति का कार्य समय-समय पर प्रार्थी द्वारा किया गया। जिसका भुगतान प्रार्थी को किया गया, जो उसने बिना किसी आपत्ति के प्राप्त भी किया है। प्रार्थी ने विवाद को काफी विलम्ब से उठाया है, जो स्वीकार्य नहीं है। प्रार्थी को दिनांक 16. 07. 1985 से बैंक की कलेकट्रेट शाखा बनीपार्क में आवध्यकता अनुरूप दैनिक तौर पर रखा गया था। उसने दिनांक 31. 10. 1985 तक कार्य किया इसके बाद तीन वर्ष के अंतराल से मई, 1988 में बैंक के S.M.S. हाइवे शाखा में दिनांक 15. 06. 1988 तक कार्य किया। दिनांक 07. 12. 1989 तक प्रार्थी ने 130 दिन कार्य किया था। इस प्रकार प्रार्थी ने किसी वर्ष में 240 दिन तक कार्य नहीं किया। प्रार्थी कभी भी चपरासी के पद पर नहीं रहा। प्रार्थी कोई अनुतोष पाने का अधिकारी नहीं है। अतः वाद निरस्त किया जावे।

4. प्रार्थी की ओर से दिनांक 12.01.2015 को विपक्षी के वादोत्तर का अतिरिक्त कथन भी प्रस्तुत किया गया।

5. प्रार्थी ने अपने साक्ष्य में स्वयं प्रार्थी मॉगीलाल बुनकर को परीक्षित किया। प्रार्थी ने अपने साक्ष्य में WW- 2 जगदीश, .3 किशन सिंह को परीक्षित किया। और प्रलेखीय साक्ष्य में प्रदर्श W-1 से प्रदर्श W-9 तक प्रलेख प्रदर्शित किये।

6. विपक्षीगण ने अपने साक्ष्य में पंकज गुप्ता, सहायक महाप्रबंधक को परीक्षित किया। कोई प्रलेख प्रदर्शित नहीं किया।

7. यह विवाद मूलतः स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर के प्रबंधन के विरुद्ध संदर्भित हुआ था किंतु कालान्तर में स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर का विलय स्टेट बैंक ऑफ इण्डिया में हो जाने पर दिनांक 31. 10. 2019 को अधिकरण द्वारा पारित आदेश के अनुसरण में स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर के स्थान पर स्टेट बैंक ऑफ इण्डिया को पक्षकार के रूप में संयोजित किया गया।

8. दिनांक 15. 11. 2023 को प्रार्थी श्रमिक मॉगीलाल बुनकर की मृत्यु हो जाने के कारण प्रार्थी के विधिक प्रतिनिधि ने प्रार्थी के स्थान पर विधिक प्रतिनिधि बनाये जाने हेतु प्रार्थना पत्र प्रस्तुत किया गया। जिसे स्वीकार करते हुये तदुपरांत प्रार्थी के विधिक प्रतिनिधियों को अभिलेख पर लिये जाने का आदेश दिनांक 03.01.2024 को पारित किया गया। तदनुसार संशोधित वाद शीर्षक प्रस्तुत किया गया।

9. दिनांक 30. 04. 2024 को मैंने उभयपक्ष के अभिभाषकों के तर्क सुने। तत्पश्चात 06 व 07. 05. 2024 को दोनों पक्षों ने अपने तर्क के समर्थन हेतु न्यायिक दृष्टांत प्रस्तुत किये।

10. प्रार्थी पक्ष का यह तर्क है कि प्रार्थी ने यह विवाद दिनांक 10. 12. 1989 को हुई सेवा समाप्ति के पश्चात लगभग 4-5 वर्ष में ही प्रस्तुत कर दिया था जिसका प्रमाण साक्ष्य के दौरान प्रस्तुत किया गया है। लेकिन समुचित सरकार द्वारा विवाद को न्यायनिर्णय हेतु संदर्भित किये जाने में विलम्ब किया गया। जिसके लिये प्रार्थी उत्तरदायी नहीं है। प्रार्थी ने विपक्षीगण से उपस्थिति और वेतन भुगतान संबंधी अभिलेख प्रस्तुत करवाने का निवेदन किया था किंतु विपक्षीगण ने वह अभिलेख प्रस्तुत नहीं किया। इसलिये विपक्षीगण के विरुद्ध प्रतिकूल उपधारणा की जावे। प्रार्थी ने आलोच्य अवधि में विपक्षी बैंक की शाखा में कार्यरत रहने के संबंध में सहकर्मी जगदीश व किशन सिंह को परीक्षित किया है। जिनके कथन किसी प्रकार खंडित नहीं हुये हैं। विपक्षीगण यह तो कहकर आये हैं कि प्रार्थी ने दिनांक 16.07.1985 से 31.10.1985 तक, S.M.S. हाइवे शाखा में 20 दिन और दिनांक 15.06.1988 से 07.12.1989 तक 130 दिन कार्य किया किंतु इस गणना का कोई आधार उन्होंने प्रस्तुत नहीं किया है। प्रार्थी से कनिष्ठ नये श्रमिकों को नियुक्त किया जाना भी विपक्षीगण ने खंडित नहीं किया है। इसलिए सेवामुक्ति के पूर्ववर्ती एक कलेण्डर वर्ष में 240 दिन काम करने का तथ्य प्रार्थी द्वारा प्रमाणित कर दिया गया है। अतः उसका दावा स्वीकार किया जावे।

11. उन्होंने अपने तर्कों के समर्थन में निम्नलिखित निर्णय प्रस्तुत किये।

1. रघुवीर सिंह बनाम जनरल मैनेजर हरियाणा रोडवेज हिसार (2014) 10 सुप्रीम कोर्ट केसेज 301
2. सेन्ट्रल बैंक ऑफ इण्डिया बनाम एस. सत्यम व अन्य II LLJ 1996 820 (सुप्रीम कोर्ट)
3. स्टेट ऑफ राजस्थान बनाम राणाराम व अन्य WLC (राज.) 2001 (5) 148
4. मैनेजर मै. मित्तल स्टील मेन्यु. कं. बनाम चौथाराम व अन्य WLC (राज.) 2005 (3) 430
5. रामप्रसाद माली बनाम रीजनल ऑफीसर ए. एस. आई. सवाईमाधोपुर 2017 (2) WLC (राजस्थान) UC 637
6. मै. श्रीराम इण्डस्ट्रीयल एन्टरप्राइजेज बनाम महक सिंह व अन्य AIR 2007 SCW 1712
7. आर.एम. येलथी बनाम असिस्टेन्ट एंजीक्यूटिव इंजीनियर AIR 2005 SCW 6103 (सुप्रीम कोर्ट)
8. सचिव, समाज कल्याण विभाग बनाम लादूराम भीणा 2020 (2) WLC (राज.) 459
9. गौरी शंकर बनाम स्टेट ऑफ राजस्थान (2015) 12 सुप्रीम कोर्ट केसेज 754
10. जीतूभा खान संगजी जडेजा बनाम कच्छ डिस्ट्रिक्ट पंचायत 2022 लेटेस्ट कैस लॉ 755 (सुप्रीम कोर्ट)
11. मेनेजमेंट ऑफ रीजनल चीफ इंजीनियर पी.एच.ई.डी. राची बनाम वर्कमेन द्वारा डिस्ट्रिक्ट सेकेटरी 2018 (159) FLR 1026 (सुप्रीम कोर्ट)
12. जसमेर सिंह बनाम स्टेट ऑफ हरियाणा (2015) 4 सुप्रीम कोर्ट केसेज 458
13. हरजिन्दर सिंह बनाम पंजाब स्टेट वेयर हाउसिंग कोर्प. 2010 II- LLJ 277 (सुप्रीम कोर्ट)

12. विपक्षीगण का यह तर्क है कि प्रार्थी को न तो नियुक्त किया गया और न कोई नियुक्ति पत्र दिया गया। विपक्षी के अधीन चपरासी का पद स्वीकृत ही नहीं है। मौखिक रूप से सेवा समाप्त कर दिये जाने के विरुद्ध प्रार्थी ने कोई प्रार्थना पत्र ही नहीं दिया। प्रार्थी को यह प्रमाणित करना था कि उसने विपक्षीगण के अधीन एक वर्ष में 240 दिन से अधिक कार्य सेवा समाप्ति के तुरंत पूर्व किया। लेकिन वह इस तथ्य को प्रमाणित नहीं कर सका है। दिनांक 10.12.1989 के उपरांत वर्ष 1995 तक उसने किस उद्देश्य से विलम्ब किया इसका कोई स्पष्टीकरण नहीं है। प्रार्थी ने सेवामुक्ति के पश्चात लगभग 26 वर्ष बाद दस्तावेज प्रस्तुत करवाने हेतु प्रार्थना पत्र प्रस्तुत किया है। विपक्षी बैंक के नियमानुसार 10 वर्ष की अवधि तक भुगतान वाउचर्स आदि सुरक्षित रखे जाते हैं। उसके बाद उन्हें नष्ट कर दिया जाता है। इसलिए विपक्षी द्वारा सक्षम प्राधिकारी श्री शशि भूषण जोशी का शापथ पत्र प्रस्तुत करते हुये इस तथ्य की पुष्टि की गई है। इन परिस्थितियों में विपक्षीगण के विरुद्ध कोई प्रतिकूल उपधारण किया जाना उचित नहीं है। विपक्षी साक्षी पंकज गुप्ता का परीक्षण साक्ष्य में, वर्ष 2023 में हुआ है। विपक्षीगण ने समझौता अधिकारी के समक्ष वर्ष 1995 में ही जो तथ्यात्मक विवरण कार्य दिवसों के संबंध में प्रस्तुत किया था वह उपलब्ध अभिलेखों के आधार पर था। उसी तथ्यात्मक विवरण के आधार पर विपक्षी साक्षी ने साक्ष्य में अपने कथन किये। इसलिए यह नहीं माना जा सकता कि विपक्षीगण ने निराधार कथन किये हैं। प्रार्थी द्वारा प्रस्तुत विवाद किसी प्रकार स्वीकार नहीं है। अतः वाद निरस्त किया जावे। उन्होंने अपने तर्क के समर्थन में निम्नांकित निर्णय प्रस्तुत किये।

1. रेंज फोरेस्ट ऑफीसर बनाम एस. टी. हादीमनी AIR 2002 सुप्रीम कोर्ट 1147
2. यू.पी. प्रोजेक्ट कोर्प. लि. लखनऊ बनाम पी.ओ. लेवर कोर्ट I कानपुर 2015 (144) FLR 452 (इलाहाबाद उच्च न्यायालय)
3. यूको बैंक बनाम पी.ओ. लेवर कोर्ट व अन्य (दिल्ली उच्च न्यायालय) 2000 I LLJ 1187
4. आई.डी.पी.एल. लिमि. बनाम वर्कमेन आई.डी.पी.एल. लिमि. (2007) I SCC 408
5. गंगाधर पिल्लई बनाम सीमेन्स लि. (2007) 1 सुप्रीम कोर्ट केसेज 533
6. करनवीर सिंह बनाम उप प्रबंधक स्टेट बैंक ऑफ इण्डिया 2023 LLR 1222
7. रामगोपाल सैनी बनाम द जज लेवर कोर्ट नं. 2 जयपुर 2001 LLR 747 (राज.)
8. के.एल. कुमार बनाम वी.पी. पाटिल व अन्य MANU/MH/ 0856 / 2007 (बोम्बे)
9. पी. करुपर्स्या बनाम जनरल मैनेजर थ्रूवल्लूवर ट्रांसपोर्ट कोर्प. AIR 2017 SC 5681
10. द इंजीनियर इन चीफ वाटर रिसोर्सेज डिपार्टमेंट भोपाल बनाम मनहरण 2016 स्ट 1244 (मध्य प्रदेश)

11. गोपाल नंद किशोर शर्मा बनाम मैनेजर नानावटी ऐसोसिएट 2007 LLR 1164 (गुजरात)

12. बी.एस.एन.एल. बनाम मानसिंह (2012) 1 SCC 558

13. सीनियर सुप्रीटेंडेंट टेलीग्राफ (ट्रैफिक) भोपाल बनाम संतोष कुमार सील व अन्य (2010) 6 सुप्रीम कोर्ट केसेज 773

14. एग्जीक्यूटिव इंजीनियर पी.डब्ल्यू.डी. बनाम हरचंदी व अन्य 2016 LLR 261

13. उभयपक्ष के तर्कों एवं अभिवचनों पर मनन के उपरांत इस विवाद में निम्नांकित विचारणीय बिन्दु उत्पन्न हुये हैं:-

1. क्या प्रार्थी ने उसकी सेवा समाप्ति तिथि 10.12.01989 के तुरंत पूर्ववर्ती एक कलेण्डर वर्ष की अवधि में विपक्षी के अधीन 240 दिन से अधिक कार्य किया तथा विपक्षी द्वारा अधिनियम की धारा 25 F के प्रावधानों का अनुपालन न किये जाने से यह सेवा समाप्ति अवैध छंटनी है?

.....प्रार्थी

2. क्या प्रार्थी की सेवा समाप्ति के पूर्व विपक्षी द्वारा वरिष्ठता सूची नहीं बनाई गई एवं प्रार्थी से कनिष्ठ व्यक्तियों को सेवा में रखते हुये प्रार्थी को वरीयता नहीं दी गई?

.....प्रार्थी

3. क्या वर्तमान विवाद प्रार्थी द्वारा अत्यधिक विलम्ब से प्रस्तुत किये जाने के कारण पोषणीय नहीं है?

.....विपक्षी

4. अनुतोष:-

14. उभयपक्ष द्वारा प्रस्तुत साक्ष्य, तर्क एवं न्यायिक दृष्टांतों में पारित विधि पर विचार के उपरांत विचारणीय बिन्दुओं पर निर्णय इस प्रकार हैः-

विचारणीय बिन्दु संख्या—1

16. प्रार्थी मॉगीलाल ने अपने साक्ष्य के दौरान मुख्य परीक्षण में यह तो कहा है कि उसने दिनांक 16.07.1985 से 10.12.1989 तक लगातार कार्य किया है किंतु प्रतिपरीक्षा में वह स्वीकार करता है कि उसने सेवामुक्ति तिथि 10.12.1989 से एक कलेण्डर वर्ष पूर्व निरंतर 240 दिन कार्य करने संबंधी कोई अभिलेख प्रस्तुत नहीं किया है। प्रार्थी यद्यपि कहता है कि उसे नियुक्ति पत्र दिया गया था वह पत्रावली में सलंग्न है। किंतु पत्रावली के अवलोकन से प्रार्थी को जारी किया गया कोई नियुक्ति पत्र उपलब्ध नहीं हुआ है। विपक्षी का यह कथन है कि प्रार्थी की सेवा समय—समय पर आवश्यकता होने पर दैनिक वेतन भोगी आकस्मिक श्रमिक के रूप में दिनांक 16.07.1985 से 10.12.1989 के मध्य ली गई थी किंतु यह सेवायें लगातार नहीं ली गई।

17. प्रार्थी ने यद्यपि उपस्थिति एवं वेतन भुगतान अभिलेख विपक्ष से प्रस्तुत करवाने हेतु अधिकरण से आदेश पारित करवाया था किंतु विपक्षी ने इन प्रलेखों को उपलब्ध न होने के कारण प्रस्तुत करने में विवश्ता व्यक्त की है। विपक्षीगण ने इन प्रलेखों को इस आधार पर उपलब्ध न होना कहा है कि यह अभिलेख 35 वर्ष बाद तलब करवाये गये हैं, जबकि इन प्रलेखों को 10 वर्ष की अवधि के बाद सुरक्षित नहीं रखा जाता है।

18. जहाँ तक विपक्षीगण के विरुद्ध आदेशित दस्तावेज प्रस्तुत न करने के कारण प्रतिकूल उपधारण किये जाने का प्रश्न है, इस अधिकरण के सुविचारित अधिसत् से प्रतिकूल उपधारण किया जाना न्यायोचित नहीं है। इस निष्कर्ष का आधार यह है कि प्रार्थी की सेवा समाप्ति तिथि 10.12.1989 के लगभग 25–26 वर्ष उपरांत दिनांक 06.04.2015 को प्रार्थी ने विपक्षीगण से उपस्थिति एवं वेतन भुगतान संबंधी अभिलेख प्रस्तुत करवाने का निवेदन किया है। अधिकरण द्वारा यह आदेशित किया गया कि विपक्षी या तो इन प्रलेखों को प्रस्तुत करे अन्यथा प्रस्तुत न कर पाने के संबंध में सक्षम प्राधिकारी का शपथ पत्र प्रस्तुत करे। विपक्षी की ओर से श्री शशि भूषण जोशी, मुख्य प्रबंधक (HR) का शपथ पत्र प्रस्तुत करते हुये यह कहा गया है कि वांछित अभिलेख उपलब्ध नहीं है क्योंकि संबंधित अवधि लगभग 35 वर्ष पुरानी है। और बैंक द्वारा ऐसे प्रलेख जो 10 वर्ष से अधिक पुराने हो, सभाल के नहीं रखे जाते। तर्क के लिये यह मान भी लिया जावे कि प्रार्थी द्वारा प्रस्तुत प्रार्थना पत्र दिनांक 06.04.2015 को ही प्रस्तुत कर दिया गया तो भी सेवा समाप्ति तिथि से गणना करने पर यह अवधि 25 वर्ष से अधिक पुरानी प्रकट होती है। विपक्षी के अनुसार इस प्रलेखों को 10 वर्ष से अधिक तक संधारित नहीं किया जाता। इस स्थिति में विपक्षीगण से यह अपेक्षा करना कि वह 25 वर्ष बाद भी इन प्रलेखों को सुरक्षित रखें, उचित नहीं है।

19. प्रार्थी ने उसे दिनांक 10.12.1989 को सेवा से हटाये जाने के संबंध में हेड आफिस व जोनल ऑफिस में लिखित रूप में शिकायत करना कहा है। लेकिन प्रार्थी द्वारा ऐसे परिवाद की कोई प्रति साक्ष्य में प्रस्तुत नहीं की गई है।

20. जहाँ तक विपक्षी साक्षी द्वारा दिनांक 16.07.1985 से 10.12.1989 के मध्य आवश्यकता अनुरूप प्रार्थी से कार्य करवाये जाने का तथ्य है इस संबंध में विपक्षी साक्षी पंकज गुप्ता ने अपने प्रतिपरीक्षण में यह स्पष्ट कहा है कि प्रार्थी ने इस अवधि में लगातार कार्य नहीं किया। उसने शपथ पत्र तैयार करते हुये जो रिकार्ड देखा, उसी आधार पर यह कथन किया। विपक्षीगण का यह तर्क सारावान प्रतीत होता है कि उन्होंने समझौता अधिकारी (सहायक श्रम आयुक्त, केन्द्रीय जयपुर) को समझौता वर्ता के दौरान दिनांक 19.09.1995 को प्रदर्श W-4 पत्र प्रस्तुत किया था जिसमें प्रार्थी द्वारा किये गये कार्य की अवधि वही वर्णित की गई जो विपक्षीगण ने बादोत्तर में व साक्षी पंकज गुप्ता ने अपने साक्ष्य में की है। इसलिए यह नितांत संभव है कि प्रदर्श W-4 पत्र के आधार पर ही विपक्षीगण ने अपने अभिवचन और साक्ष्य के दौरान कथन किये हों।

21. प्रार्थी ने विपक्षीगण के अधीन लगातार कार्य करने के संबंध में 2 पूर्व कर्मचारियों जगदीश एवं किशन सिंह को परीक्षित किया है। साक्षी WW-2 जगदीश का कथन है कि दिनांक 16.07.1985 से 09.12.1989 तक प्रार्थी ने कलेक्ट्री शाखा में कार्य किया। किंतु इन साक्षी ने यह नहीं कहा है कि प्रार्थी ने इस अवधि में कार्य, लगातार किया हो। साक्षी स्वीकार करता है कि नियुक्त अस्थाई थी और उसे वेतन भुगतान टेम्परेरी वाउचर्स के माध्यम से किया जाता था। यह साक्षी इस सुझाव को अस्वीकार करता है कि प्रार्थी ने सेवामुक्ति तिथि के पूर्व किसी और शाखा में भी कार्य किया हो। जबकि प्रार्थी और विपक्षी दोनों ही स्वीकार करते हैं कि प्रार्थी ने 20 दिन S.M.S. हाइवे शाखा में भी इस अवधि के दौरान कार्य किया था।

22. प्रार्थी का साक्षी WW-3 किशन सिंह कहता है कि मॉगीलाल को, जब आदमियों की कमी होती थी तो आवश्यकता अनुसार दूसरी शाखाओं में भी भेजा जाता था। प्रार्थी को भुगतान पहले वाउचर्स से तथा बाद में बैंकर चैक के माध्यम से हुआ था। यदि बैंकर चैक से प्रार्थी को भुगतान हुआ होता तो उस भुगतान की प्रविष्टि प्रार्थी के बैंक खाते में भी हो सकती थी, किंतु प्रार्थी ने बैंक खाते के स्टेटमेंट/पासबुक की प्रति साक्ष्य में प्रस्तुत ही नहीं की है, न ही बैंकर चैक की कोई प्रति प्रस्तुत की गई है।

23. इस स्थिति में प्रार्थी द्वारा प्रस्तुत इन साक्षीगण के कथनों में प्रार्थी के अन्य शाखा में कार्य करने और भुगतान की रीति के संबंध में विरोधाभासी कथन सामने आये हैं। प्रार्थी ने सेवामुक्ति से पूर्ववर्ती एक वर्ष की अवधि में 240 दिन सेवा करने के संबंध में कोई प्रलेख प्रस्तुत नहीं किया है। विपक्षी ने वांछित प्रलेखों को प्रस्तुत न करने का जो स्पष्टीकरण प्रस्तुत किया है यह तर्कसंगत और औचित्यपूर्ण प्रतीत होता है। सेवा समाप्ति के उपरांत 25 वर्ष व्यतीत हो जाने पर एक दैनिक वेतन भोगी श्रमिक की उपस्थिति और वेतन से संबंधित अभिलेख सुरक्षित रखने की अपेक्षा विपक्षी से किया जाना किसी प्रकार न्यायोचित नहीं है। विपक्षी द्वारा प्रदर्श W-4 पत्र दिनांक 19.09.1995 जो समझौता वर्ता के दौरान प्रस्तुत किया गया है, के आधार पर प्रार्थी के कार्य दिवसों की गणना करना कहा है। यह पत्र सेवामुक्ति के लगभग 5 वर्ष उपरांत ही प्रस्तुत हुआ था तब तक संबंधित अभिलेख नष्ट नहीं किया गया था। इसलिए विपक्षी द्वारा लिया गया गणना का आधार औचित्यपूर्ण है।

24. प्रार्थी ने अपने समर्थन में माननीय राजस्थान उच्च न्यायालय के निर्णय स्टेट ऑफ राजस्थान बनाम राणाराम व अन्य, मैनेजर मै. मित्तल स्टील मेन्यु. कं. बनाम चौथाराम व अन्य, रामप्रसाद माली बनाम रीजनल ऑफीसर ए.एस.आई. सर्वाईमाधोपुर तथा सचिव, समाज कल्याण विभाग बनाम लादूराम मीणा तथा माननीय सर्वोच्च न्यायालय द्वारा पारित निर्णय मै. श्रीराम इण्डस्ट्रीयल एन्टरप्राइजेज बनाम महक सिंह व अन्य, आर.एम. येलथी बनाम असिस्टेन्ट एग्जीक्यूटिव इंजीनियर तथा गौरी शंकर बनाम स्टेट ऑफ राजस्थान प्रस्तुत किये हैं। इन निर्णयों में प्रतिपादित विधि सारलूप में यही है कि सेवा समाप्ति के पूर्ववर्ती एक कलेण्डर वर्ष में 240 दिन कार्य करने के तथ्य का सिद्धाभार यद्विषि कर्मकार पर है, किंतु जब वह नियोजक से संबंधित अभिलेख प्रस्तुत करवाने का आग्रह करे और नियोजक वांछित अभिलेख प्रस्तुत न करने का कोई सन्तुष्टिप्रद स्पष्टीकरण न दे तो ऐसी स्थिति में नियोजक के विरुद्ध प्रतिकूल उपधारण किया जाना उचित होगा।

25. विपक्षीगण ने इस संबंध में माननीय सर्वोच्च न्यायालय द्वारा पारित निर्णय रेंज फोरेस्ट ऑफीसर बनाम एस. टी. हादीमनी, इलाहाबाद उच्च न्यायालय द्वारा पारित निर्णय यू.पी. प्रोजेक्ट कोर्प. लि. लखनऊ बनाम पी.ओ. लेवर कोर्ट I कानपुर तथा दिल्ली उच्च न्यायालय द्वारा पारित निर्णय यू.पी. बैंक बनाम पी.ओ. लेवर कोर्ट व अन्य प्रस्तुत किये हैं। इन निर्णयों में यह अवधारित किया गया है कि नियोजक के अधीन 240 दिन से अधिक कार्य करने के संबंध में कर्मकार को सन्तुष्टिप्रद साक्ष्य प्रस्तुत करनी होगी, मात्र शपथ पत्र प्रस्तुत करना पर्याप्त नहीं है।

26. इन निर्णयों में पारित विधि के प्रकाश में इस निष्कर्ष को पुष्टि मिलती है कि प्रार्थी अपनी साक्ष्य से सेवामुक्ति के पूर्ववर्ती एक कलेण्डर वर्ष में 240 दिन सेवा पूर्ण करने का तथ्य प्रमाणित नहीं कर सका है। विपक्षी ने यद्यपि आदेशित प्रलेखों को प्रस्तुत नहीं किया है किंतु उसने जो स्पष्टीकरण इस संबंध में दिया है वह औचित्यपूर्ण है। साक्ष्य के इस विवेचन के उपरांत चूंकि प्रार्थी विपक्षी के अधीन पूर्ववर्ती एक कलेण्डर वर्ष की अवधि में 240 दिन से अधिक कार्य करना प्रमाणित नहीं कर

पाया है इसलिए अधिनियम की धारा 25 F के अंतर्गत नोटिस अथवा नोटिस वेतन एवं छंटनी प्रतिकर का भुगतान विपक्षी द्वारा किये जाने का कोई अवसर ही उत्पन्न नहीं होता है। इसलिये यह बिन्दु प्रार्थी के विरुद्ध निर्णीत किया जाता है।

27. विचारणीय बिन्दु संख्या—2

28. प्रार्थी मॉगीलाल ने इस बिन्दु के संबंध में यह कहा है कि उसकी सेवामुक्ति के बाद भी विपक्षी द्वारा उसी पद पर नयी नियुक्तियों भी की गई है। जिन पर बनवारी लाल शर्मा, भूरामल शर्मा, उमेश कुमावत और टेकचंद नाई के नाम वर्णित किये गये हैं। किंतु प्रार्थी को प्राथमिकता नहीं दी गई है। इस संबंध में यह उल्लेखनीय है कि इन चारों व्यक्तियों के नामों का वर्णन जिन्हें कथित रूप से प्रार्थी की सेवामुक्ति के उपरांत विपक्षी द्वारा नवनियुक्त किया गया, प्रार्थी ने अपने दावे के अभिकथन में नहीं किया है। प्रार्थी द्वारा इन व्यक्तियों के संबंध में जारी किया गया कोई नियुक्ति आदेश या भुगतान संबंधी अभिलेख भी साक्ष्य में प्रस्तुत नहीं किया गया है, न ही विपक्षी से ऐसा अभिलेख प्रस्तुत करवाने हेतु कोई निवेदन किया गया है। उल्लेखनीय यह भी है कि प्रार्थी के साक्षी जगदीश व किशन सिंह ने इन नवनियुक्त व्यक्तियों के संबंध में कुछ नहीं कहा है। जबकि प्रार्थी के अनुसार इन व्यक्तियों की नियुक्ति कलेकट्री शाखा में ही की गई थी। और यह दोनों साक्षी प्रार्थी की सेवा समाप्ति और उसके पश्चात कलेकट्री शाखा में ही कार्यरत थे। प्रार्थी ने इस संबंध में माननीय उच्चतम न्यायालय द्वारा पारित निर्णय सेन्ट्रल बैंक ऑफ इण्डिया बनाम एस. सत्यम व अन्य, जीतूभा खान संगजी जडेजा बनाम कच्छ डिस्ट्रिक्ट पंचायत में पारित विधि का अवलम्ब लिया है। किंतु इन निर्णयों में पारित की गई विधि प्रार्थी के पक्ष में इसलिए सहायक नहीं है क्योंकि प्रार्थी द्वारा बताये गये चार व्यक्तियों की नियुक्ति सेवामुक्ति के उपरांत विपक्षी द्वारा किया जाना ही प्रमाणित नहीं हुआ है।

29. विपक्षी द्वारा माननीय राजस्थान उच्च न्यायालय द्वारा पारित निर्णय रामगोपाल सैनी बनाम द जज लेवर कोर्ट नं. 2 जयपुर इस संबंध में प्रस्तुत किया गया है। जिसमें यह कहा गया है कि कर्मकार को यह प्रमाणित करना है कि प्रबंधन ने अधिनियम की धारा 25 H और G के प्रावधानों की पालना नहीं की। मात्र कनिष्ठ व्यक्तियों के नाम अंकित करना इस उद्देश्य की पूर्ति नहीं करता।

30. माननीय बोम्बे उच्च न्यायालय द्वारा पारित निर्णय के.ए.ल. कुमार बनाम वी.पी. पाटिल व अन्य में यह मार्गदर्शन दिया गया है कि मूलभूत अभिवचन के अभाव में साक्ष्य ग्रहण किये जाने योग्य नहीं है। यद्यपि अभिवचनों के नियम कठौरता से लागू नहीं होते।

31. प्रार्थी एक दैनिक वेतन भोगी आकस्मिक श्रमिक होना प्रमाणित हुआ है जिसे दिनांक 16.07.1985 से 10.12.1989 के मध्य समय—समय पर आवश्यकता होने पर विपक्षीगण द्वारा काम पर रखा गया। इसलिए यह स्पष्ट है कि विपक्षी द्वारा प्रार्थी की नियुक्ति विहित चयन प्रक्रिया के अनुरूप स्थाई रिक्त पद के लिये नहीं की गई थी। अतः वरिष्ठता सूची का संधारण एवं "बाद में आओ पहले जाओ" के नियम का अनुसरण न तो अपेक्षित है, न ही आवश्यक। अतः यह बिन्दु प्रार्थी के विरुद्ध निर्णीत किया जाता है।

32. विचारणीय बिन्दु संख्या—3

33. इस संबंध में विपक्षी द्वारा प्रस्तुत यह तर्क कि प्रार्थी ने सेवामुक्ति के 35 वर्ष बाद यह विवाद प्रस्तुत किया है, जो अत्यधिक विलम्बित है। यह तर्क उपलब्ध साक्ष्य के आधार पर स्वीकार्य नहीं है। प्रदर्श W-1, सहायक श्रम आयुक्त के पत्र से यह प्रकट होता है कि प्रार्थी ने दिनांक 27.01.1994 को ही परिवाद प्रस्तुत कर दिया था और दिनांक 13.11.1995 को विफलता प्रतिवेदन जारी हो चुका था किंतु समुचित सरकार द्वारा विवाद को न्याय निर्णयन हेतु प्रेषित नहीं किया गया। तदुपरांत प्रार्थी के प्रयासों के कारण दिनांक 16.10.2012 को यह विवाद संदर्भित किया गया। इस प्रकार प्रार्थी द्वारा कारित विलंब 4–5 वर्ष का ही है। माननीय उच्चतम न्यायालय ने अपने निर्णय रघुवीर सिंह बनाम जनरल मैनेजर हरियाणा रोडवेज हिसार में यह अधिमत व्यक्त किया है कि कर्मकार को विलंब से विवाद प्रस्तुत करने के आधार पर अनुतोष से इंकार नहीं किया जा सकता। इस विधि के प्रकाश में प्रार्थी द्वारा कारित 4 वर्ष से अधिक के विलंब के आधार पर प्रार्थी के विवाद का न्याय निर्णयन किये जाने से इंकार किया जाना न्यायोचित एवं विधि पूर्ण नहीं है। अतः यह बिन्दु विपक्षीगण के विरुद्ध निर्णीत किया जाता है।

34. अनुतोषः—

35. विचारणीय बिन्दु संख्या 1 व 2 प्रार्थी के विरुद्ध निर्णीत किये गये हैं। प्रार्थी को अधिनियम की धारा 25 F, G और H का कोई संरक्षण देय नहीं पाया गया है, और प्रार्थी विपक्षीगण से कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

36. श्रम मंत्रालय भारत सरकार द्वारा संदर्भित विवाद को इसी प्रकार न्याय निर्णीत किया जाता है।

37. अधिनियम की प्रतिलिपि समुचित सरकार को अधिनियम, की धारा 17 (1) के अंतर्गत प्रकाशनार्थ प्रेषित की जावें।

नई दिल्ली, 27 अगस्त, 2024

का.आ. 1666.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीजीएम (एचआर),एनटीपीसी लिमिटेड, नोएडा, उत्तर प्रदेश; जेपीजी इंजीनियर,द्वारा-श्री झूलन प्रसाद गुप्ता (मालिक),नांगलोई,नई दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री प्रकाश पंडित एवं 05 अन्य, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 84 of 2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.08.2024 को प्राप्त हुआ था।

[सं. एल-42012/05/2023-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th August, 2024

S.O. 1666.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 84 of 2023) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The CGM (HR), NTPC Ltd., Noida, Uttar Pradesh ;JPG Engineer, Through- Shri Jhoolan Prasad Gupta (Proprietor), Nangloi, New Delhi, and, Shri Prakash Pandit & 05 others, Worker**, which was received along with soft copy of the award by the Central Government on 22.08.2024.

[No. L-42012/05/2023-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO-II, NEW DELHI

I.D. No. 84/2023

Sh. Prakash Pandit & 05 others,

C-419, Block-C, New Ashok Nagar,
East Delhi, Delhi-110096.

Versus

1. **The CGM (HR), NTPC Ltd.,**

NTPC Engineering Office Complex,
Plot No. A-08-A, Sector-24, Noida,
Uttar Pradesh-201301.

2. **JPG Engineer,**

Through- Sh. Jhoolan Prasad Gupta (Proprietor)
E-03/240, Shani Bazar Road, Shiv Ram Park,
Nangloi, New Delhi-110041.

AWARD

The appropriate government, Sh. D.K. Himanshu, under Secretary had sent reference referred dated 15.05.2023 to this tribunal for adjudication with the following words.

“1. Whether the claim of Sh. Prakash Pandit & 05 others (list enclosed) through Rashtriya Mazdoor Congress Zila Council, Noida that they were illegally terminated by the management of M/s. JPG Engineers in the establishment of NTPC at PMI, Noida is proper, legal and justified? If yes, to what reliefs are the disputant workers entitled and what directions, if any, are necessary in the matter?”

2. Whether claim of Sh. Prakash Pandit & 05 others for payment of their alleged legal dues on account of full and final settlement to be done from management of M/s. JPG Engineers in respect of work done by them in the establishment of NTPC at PMI, Noida along with appropriate compensation is proper, legal and justified? If yes, to what reliefs are the disputant workers entitled and what directions, if any, are necessary in the matter?"

Notices were issued to both the parties. AR for the management-1 & 2 have been appearing before this tribunal. They have not come forward to file their claim statement before this tribunal, despite, providing a number of opportunities.

In these circumstances, when the claimants have not been appearing since long to substantiate their claims, it appears that they are not interested to pursue their case. This tribunal has no option except to pass the no disputant award. No dispute award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Date 06th, August, 2024

नई दिल्ली, 27 अगस्त, 2024

का.आ. 1667.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंध निदेशक, बी.जी. शिर्के कंस्ट्रक्शन टेक्नोलॉजी प्राइवेट लिमिटेड, मुंधवा, पुणे; श्री राम एंटरप्राइजेज, नरेला औद्योगिक क्षेत्र, दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री महेश कुमार सैनी, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 116 of 2022) को जैसा कि अनुलग्न में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.08.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-148-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th August, 2024

S.O. 1667.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 116 of 2022) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Managing Director, B.G Shirke Construction Technology Pvt. Ltd., Mundhwa, Pune ; Shree Ram Enterprises, Narela Industrial Area, Delhi, and, Shri Mahesh Kumar Saini, Worker**, which was received along with soft copy of the award by the Central Government on 22.08.2024.

[No. L-42025/07/2024-148-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE CENTRAL GOV. INDUSTRIAL-TRIBUNAL CUM – LABOUR COURT NO II, NEW DELHI

ID No.-116/2022

Sh. Mahesh Kumar Saini, S/o Sh. Hari Kishan Saini,
R/o House No.-383, Jain Nagar, Karala Road,
Rohini, Sector-22, New Delhi-110085.

VERSUS

1. **The Managing Director,**
B.G Shirke Construction Technology Pvt. Ltd.,
Civil Division, 72-76, Industrial Estate,
Mundhwa, Pune-411036.
2. **Shree Ram Enterprises,**
Flats DDA, Plot No. G-09,

No. 1333, Narela Industrial Area, Delhi-110040.

Appearance:

For Claimant: Sh. Prashant Singh.

For Management: Ms. Priya Jha for the management-I.

AWARD

Record perused. Workman wants to withdraw the present claims, due to the technical error. Their statement recorded separately.

In view of the external records, claim of the claimant dismissed as withdrawn. They are at liberty to file the same to the appropriate forum. Award is passed accordingly. File is consigned to record room. A copy of this award is hereby sent to the appropriate government for notification under section 17 of the I.D Act 1947.

Dated: 15.07.2024

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 27 अगस्त, 2024

का.आ. 1668.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.जी. शिर्के कंस्ट्रक्शन टेक्नोलॉजी प्राइवेट लिमिटेड, नेहरू प्लेस, नई दिल्ली; श्री राम एंटरप्राइजेज, नरेला, नई दिल्ली-द्वारा - हिंदुस्तान इंजीनियरिंग एवं जनरल मजदूर यूनियन, सुल्तानपुरी, दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री मनोज कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 158 of 2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.08.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-149-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th August, 2024

S.O. 1668.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 158 of 2021) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **B.G Shirke Construction Technology Pvt. Ltd., Nehru Place, New Delhi; Shree Ram Enterprises, Narela, New Delhi-Through- Hindustan Engineering & General Mazdoor Union, Sultanpuri, Delhi, and, Shri Manoj Kumar, Worker**, which was received along with soft copy of the award by the Central Government on 22.08.2024.

[No. L-42025/07/2024-149-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE CENTRAL GOV. INDUSTRIAL-TRIBUNAL CUM – LABOUR COURT NO II, NEW DELHI

ID No. 158/2021

Sh. Manoj Kumar, S/o Sh. Ram Pal Singh,

R/o E-115, Rajeev Nagar, Begumpur North West,
Delhi-110086.

VERSUS

1. **B.G Shirke Construction Technology Pvt. Ltd.,**
H.O. 1308, Hemkund Tower, 98, Nehru Place, New Delhi-110019.
2. **Shree Ram Enterprises,**
Sector-G-7, G-8, DDA Project, Near
Mansa Devi Mandir, Narela, New Delhi-110040.

Through- Hindustan Engineering & General Mazdoor Union,

Head Office: D-2/24, Sultanpuri, Delhi-110086

Appearance:

For Claimant: Sh. Kailash Kumar Jonwal.

For Management: Ms. Priya Jha for the management-1.

AWARD

Record perused. Workman counsel wants to withdraw the present claims, due to the technical error. Their statement recorded separately.

In view of the external records, claim of the claimant dismissed as withdrawn. They are at liberty to file the same to the appropriate forum. Award is passed accordingly. File is consigned to record room. A copy of this award is hereby sent to the appropriate government for notification under section 17 of the I.D Act 1947.

Dated: 15.07.2024

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 27 अगस्त, 2024

का.आ. 1669.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार 226 कंपनी एएससी (सुप), दिल्ली कैट, नई दिल्ली; राम सिंह कादियान सुरक्षा एजेंसी, दिल्ली कैट, नई दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और आई.डी. संख्या 154/2019, श्री राजेश, आई.डी. संख्या 155/2019, श्री संजीत कुमार, आई.डी. संख्या 156/2019, श्री मो. अशरफ,द्वारा- इंडस्ट्रियल वर्कर्स यूनियन, पालम कॉलोनी, नई दिल्ली, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 154 of 2019,155 OF 2019, & 156 OF 2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.08.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-150-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th August, 2024

S.O. 1669.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 154 of 2019,155 OF 2019, & 156 OF 2019) of the Central Government Industrial Tribunal cum Labour Court – II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to 226 Coy ASC (Sup), Delhi Cantt., New Delhi ;Ram Singh Kadiyan Security Agency, Delhi Cantt., New Delhi, and, I.D. No. 154/2019,Shri Rajesh, I.D. No. 155/2019,Shri Sanjeet Kumar, I.D. No. 156/2019,Shri Md. Ashraf, Through- Industrial Workers Union, Palam Colony, New Delhi, Worker, which was received along with soft copy of the award by the Central Government on 22.08.2024.

[No. L-42025/07/2024-150-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO-II, NEW DELHI

I.D. No. 154/2019

Sh. Rajesh, S/o Sh. Om Prakash,

R/o- K-5/95, Mohan Garden, Uttam Nagar, New Delhi-110059.

I.D. No. 155/2019

Sh. Sanjeet Kumar, S/o Sh. Ram Pratap Mehto,

R/o- Chaiya, Thana-Sahiyana, District-Sitamani, Bihar-845415.

I.D. No. 156/2019

Md. Ashraf, S/o Rasheed Ahmad,

R/o-324, Dhampur, Pipalsana, Bijnor, Uttar Pradesh-246761.

Through- Industrial Workers Union,

F-328, Gali No. 22, Sadhnagar-II, Palam Colony,

New Delhi-110045.

Versus

1. **226 Coy ASC (Sup),**
Prakesh-G, Type-G, Delhi Cantt., New Delhi-110010.
2. **Ram Singh Kadiyan Security Agency.**
Prakesh-G, Type-G, Delhi Cantt., New Delhi-110010,

Counsels:

For Claimant: None

For Respondent: Sh. Atul Bhardwaj, Ld. AR.

AWARD

By this composite order, I shall dispose of these three applications of U/S 2A of the **Industrial Disputes Act (here in after referred as an Act)** filed by the different claimants against the same respondents, because of having the common respondents and same cause of action, these cases are taken together for their illegal termination. Claims of the workmen are that they have been serving the management-1 through management-2. Name and particular of their employment are given below-

List of Workmen

Sr. No.	Name	Father's Name	Post	Dates of Joining	Dates of Termination	Last Drawn Salary
1	Ashraf	Rasheed Ahmed	Barber	02.08.2012	15.11.2017	Rs. 11,500/-
2	Rajesh	Om Prakash	Washerman	02.07.2008	15.11.2017	Rs. 11,500/-
3	Sanjeet Kumar	Nand Kr. Shrivastava	Cook	01.06.1996	15.11.2017	Rs. 11,500/-

They had been doing their work with diligently and honestly. Their service records are clean and they have not given any complaint so far. During the services, management had not provided any legal facilities i.e. Pay Slip, Leave Book, bonus, overtime salary, weekly and events holidays etc. Management got annoyed with the demands raised by the claimants had thrown them out from the service of the management on 15.11.2017. They had sent the demand notice to the management on 27.11.2017 through speed post to take back their services but management never replied. They had sent the complaint to the labor commissioner, but, it has resulted into failure. Hence, they have filed the present claims.

W.S has been filed by the respondent-1. Management-2 was proceeded ex-parte vide order dated 06.04.2021. Management-1 had denied the averment made in the claims. He had submitted that their claims are liable to be dismissed.

After completion of the pleadings, following issues have been framed vide order dated 15.09.2021 i.e.-

1. Whether the proceeding is maintainable.
2. Whether there exist employer and employee relationship between the management-1 and the claimant.
3. Whether the claimant was appointed in the premises of Management-1 by the Security Agency respondent-2.
4. Whether the service of the claimant was illegally terminated by the management-1.
5. To what relief the claimant is entitled to.

Now, the matters are listed for workman evidence. On behalf of management-1, **Sh. Atul Bhardwaaj** appeared. Claimants have not brought any evidence i.e documents and oral to substantiate their claims, inspite of providing a number of opportunities.

In these circumstances, when the claimants have not been appearing since long to substantiate their claims, it appears that they are not interested to pursue their cases. Their claims stand dismissed. Awards are passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room.

Date- 22.07.2024

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 27 अगस्त, 2024

का.आ. 1670.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कुलपति, जामिया मिलिया इस्लामिया विश्वविद्यालय, जामिया नगर, ओखला, नई दिल्ली; शर्मा एंटरप्राइजेज, नवादा, नई दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और आई.डी. संख्या 124/2023, श्री प्रेम पाल, आई.डी. संख्या 122/2023, श्री इम्तियाज, द्वारा-अखिल भारतीय आम मजदूर ट्रेड यूनियन, कालकाजी, नई दिल्ली, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 124 & 122 OF 2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.08.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-151-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th August, 2024

S.O. 1670.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 124 & 122 OF 2023**) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Vice Chancellor, Jamia Millia Islamia University, Jamia Nagar, Okhla, New Delhi; Sharma Enterprises, Nawada, New Delhi, and, I.D. No. 124/2023, Shri Prem Pal, I.D. No. 122/2023, Shri Imtiyaz, Through- All India General Mazdoor Trade Union, Kalkaji, New Delhi, Worker**, which was received along with soft copy of the award by the Central Government on 22.08.2024.

[No. L-42025/07/2024-151-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO-II, NEW DELHI

I.D. No. 124/2023

Sh. Prem Pal, S/o Late Sh. Suranjan,

Through- All India General Mazdoor Trade Union,
170, Bal Mukund Khand, Giri Nagar, Kalkaji, New Delhi-110019.

I.D. No. 122/2023

Sh. Imtiyaz, S/o Sh. Muslim,

Through- All India General Mazdoor Trade Union,
170, Bal Mukund Khand, Giri Nagar, Kalkaji, New Delhi-110019.

Versus

1. **The Vice Chancellor,**
Jamia Millia Islamia University,
Jamia Nagar, Okhla, New Delhi-110025.
2. **Sharma Enterprises,**

92-B, Plot No-01, Ground Floor, Nawada,
Nawada Metro Station, New Delhi-110059.

AWARD

The appropriate government, Sh. D.K. Himanshu, under Secretary had sent two references referred dated 04.07.2023 to this tribunal for adjudication with the following words.

“Whether claims of Sh. Imtiyaz, S/o Sh. Muslim and Sh. Prem Pal, S/o Sh. Suranjan through All India General Mazdoor Trade Union, New Delhi vide letter dated 11.10.2021 against the management of M/s Sharma Enterprises, New Delhi (Contractor) under Jamia Millia Islamia University, New Delhi that their services were terminated w.e.f. 05.11.2020 and 01.09.2020 without notice, without reason and without due payment which is violation of Section 33 and 25 F of the I.D Act, 1947 as their common demand through Union is pending in CGIT cum LC, No.-2, New Delhi bearing ID No. 155/2020, is proper, legal and justified? If yes, to what reliefs as sought vide letter dated 11.10.2021 are the disputant worker entitled and what directions, if any, are necessary in the matter?”

Notices were issued to both the parties. AR for the management-1 & 2 have been appearing before this tribunal. Both claimants have not been appearing since long. They have not come forward to file their claim statements before this tribunal, despite, providing a number of opportunities.

In these circumstances, when the workmen are not interested in pursuing their claim. This tribunal has no option except to pass the no disputant award. Hence, no disputant award is passed. Awards are passed accordingly Files are consigned to the record room. Copies of these awards are hereby sent to the appropriate government for notification under section 17 of the I.D Act 1947.

Date 31st, July, 2024

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 27 अगस्त, 2024

का.आ. 1671.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महानिदेशक, भारतीय पुरातत्व सर्वेक्षण, तिलकमार्ग, नई दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री सोमप्रकाश भारद्वाज (एस.पी भारद्वाज), कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- थम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 44 of 2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.08.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-152-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th August, 2024

S.O. 1671.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44 of 2018) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director General, Archaeological Survey of India, Tilakmarg, New Delhi, and, Shri Som Prakash Bhardwaj (S.P Bhardwaj), Worker**, which was received along with soft copy of the award by the Central Government on 22.08.2024.

[No. L-42025/07/2024-152-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL-TRIBUNAL CUM-LABOUR COURT NO-II, NEW DELHI

I.D. No. 44/2018

Sh. SomPrakashBhardwaj (S.P Bhardwaj),
S/o Sh. Hari Chand,
R/o A-81, Village-Nathupura,

Burrari, North Delhi, Delhi-110084.

Versus

1. The Director General,
- Archaeological Survey of India,
2. Tilakmarg, New Delhi-110001.

AWARD

Dated:29.07.2024

1. Claimant has filed the claim U/s 2A of the Industrial Disputes Act (herein after referred as an Act). Workman has been claiming to have been working as Monument Attendant (ex-Serviceman) on contractual basis with the office of the **Delhi Circle, Safdarjung Tomb** since 15.03.2012 at the last drawn salary of Rs. 10,000/- per month. His services has been terminated by the management without assigned any reason on 30.06.2017. His fault is only that he had orally requested the management to regularize him as his permanent employee keeping in consideration of the tenure and quality of his services rendered by him. He had sent the demand notice letter through his counsel to the management for regularisation, reinstatement with full back wages with continuity of the services. However, management did not give any reply. He was finally constrained to approach the Deputy Chief Labour Commissioner/Conciliation Officer, but the management did not settle the dispute with the claimant. Hence, he had filed the present claim petition.

2. Notice of this petition was issued to the respondent. Respondent appeared and filed the W.S. Management had taken several preliminary objection inter-alia that Archaeological Survey of India is neither an industry nor industrial establishment undertaking so as to attract the provisions of I.D Act; Archaeological Survey of India is discharging its duties for the preservation and conservation of ancient and historical monuments and archaeological sites which are declared to be of national importance; Archaeological Survey of India has not violated any provision of the I.D Act and every action is within the ambit of law; reference is bad in law, without application of mind.

3. On merit respondent had admitted that Sh. S.P Bhardwaj was engaged as a Monument Attendant since 15.03.2012 purely on contract basis for watch and ward of the monument protection, cleaning/sweeping of the premises area of the monument, reporting of unauthorized construction around the monument and others duties assigned by the sub-circle in-charge. Initially his period was purely on contract basis for one year and extendable on satisfactory performance assessed by Archaeological Survey of India (ASI). However, the contract might be terminated by any time, on giving one month notice. His contract was expired on 30.06.2017 and his services were discontinued. However, he had denied that the Archaeological Survey of India (ASI) has been indulging in unfair labour practices and violated the industrial/labour law. He submits that the claim be dismissed. Rejoinder has also been filed by the claimant affirming the averment, what has been stated by him in his claim statement and denied the averment made by the respondent in the WS.

4. After completion of the pleadings following issues have been framed vide order dated 06.02.2019 that is –

1. Whether the proceeding is maintainable and the alleged dispute is an Industrial Dispute.
2. Whether there exists any employer and employee relationship between the respondent & workman.
3. Whether the service of the workman has been illegally terminated by the respondent.
4. Whether the respondent is liable for adopting unfair labour practice.
5. Whether the workman is entitled to the relief of reinstatement with back wages.
6. To what other relief the parties are entitled to.

5. In order to prove his case, workman had appeared in the witness box. He had filed the affidavit in support of his claim. He has reiterated the averment made by him in the claim statement. In rebuttal, management has examined one witness Ms. Kamlesh Devi. He has also reiterated the stand taken by the respondent in his WS. He had relied upon three documents i.e MW1/1, MW1/2 and MW1/3.

6. Counsel of the claimant had argued since the management witness had admitted in the cross-examination that he has been continuously working from 15.03.2012 to 30.06.2017; his services records are clean therefore, he had proved that he had worked more than 240 days in a year. Even no notice of termination/discontinuation to the engagement was ever given. This fact is also admitted by the respondent witness herein. Therefore the management has violated the section 25 (F) of the I.D. Act. Even the witness had admitted that benefit of PF and ESI was not extended to the claimant by the management during the course of his engagement. He has further submitted that the management witness has not placed any document to show that the post against which the claimant was working were filled up through SSC before the dis-engagement of the claimant.

7. Per-contra respondent counsel had advanced the argument stating that the engagement of the workman is purely contractual. On expiry of the contract, his services were discontinued. He submits that discontinuation of the service does not come within the definition of retrenchment, therefore there is no question arises for the illegal termination of the respondent. He submits that the claimant himself admitted in the cross-examination that he does not know whether the **Archaeological Survey of India** is an industry? Even he had submitted that if assumed not admitted that his termination was illegal then also the workman stated that he was getting pension of Rs. 21000/- per month from the service rendered by him in Indian Army.

8. In the light of the above evidence and argument advanced by the respective AR of the party in advance, my issue wise finding are as follows.

Issue no. 1 & 2 have been taken together at the same has been bearing upon each other.

9. At the outset, it is important to mention here that the respondent has taken the plea that the proceeding is not maintainable because the alleged dispute is not an industrial dispute because **Archaeological Survey of India** is discharging his sovereign function. However, keeping the monumental faith and employing the contractual employee for guarding their sites does not come within the purview of sovereign function. If the plea of the management is taken as true then every government function would be exempted from the purview of Industrial Law. Job profile of the workman as mentioned in the contractual employment Ex. WW1/M1 was to protect and cleaning/sweeping of the premises and surrounding of the monument. It is the common knowledge that people use to come to visit the monument for seeing the monument and there is no evidence led by the management contrary to the fact that no one is allowed to visit the above said sites. It is further the common knowledge that visitors visiting the site used to pay the fee. Therefore the management even though, being the government functionaries has come within the definition of an industry if we applied the triple test. Admittedly the workman was employed by the management on contractual basis from 15.03.2012 initially for one year and his terms have been extended several times, so, the relationship of the employee and employer has been established beyond doubt. Therefore, these two issues have gone in favour of the workman and against the management.

Issue no.-3 & 4 have been taken together as the same are bearing upon each other. Workman had claimed to have worked with the management from 15.03.2012 to 30.06.2017 on contract basis.

10. Before parting the decision on this issues, text of **Section 2 (oo)** and 25F of the Act are required to be produced herein:

Section 2 [(oo)] “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

- (a) *Voluntary retirement of the workman; or*
- (b) *Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or*
- [(bb)] *termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or*
- (c) *termination of the service of a workman on the ground of continued ill-health;*

section 25F- Conditions precedent to retrenchment of workmen.—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2 [for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government 3 [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].*

Definition of retrenchment has been couched in a comprehensive manner. It covers every type of termination of the service of the workman by the employer for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action. The case of voluntary retirement of the workman, retirement on reaching the age of superannuation, termination of service as a result of non-renewal of the contract of employment or of such contract

being terminated under a stipulation contained therein or termination of the service of the workman on the ground of continued ill health by condition doesn't fall within the ambit of retrenchment.

11. Management has further taken the plea that the workman service is purely on contract basis, it was stipulated in the initial contract and subsequent contract which were extended from time to time that his services can be terminated at any time without assigning any reason. It has taken the pleas of exception as prescribed in Section 2 (oo) i.e. non renewal of the contract. However, the plea raised by the management in his WS is not tenable because of the fact that the contract had renewed from time to time and has been continued from 15.03.2012 to 30.06.2017. Section 2 (oo) of the Act which defines the definition of retrenchment and contract of employment which has been excluded within the definition of retrenchment shall be for a specific period and for specific purpose. But, admittedly the workman job is in perennial and regular in nature as contract had been extended from time to time. Management witness has also admitted that the workman had worked with them till 30.06.2017. His contention is that his contract was not renewed because, there was a direction from the Head Quarter not to extend his engagement. She also admitted that the claimant during the course of engagement was discharging his duty with sincerity and to the satisfaction of the authority. Management witness has admitted that all such post already were filled through Staff Selection Commission (SSC), even the PF and ESI were not extended

12. Extending of the contract from time to time as reflected from the document produced by the workman and the management clearly established that there is a unfair labour practice adopted by the management. Job of the workman was perennial in nature i.e. cleaning the monuments of the management at different places. No record has been produced by the management that all the posts in which the workman was working has been filled through SSC. Even, for the sake of assumption, if it is assumed that the posts were filled up by SSC then also management cannot escape from its liability under Industrial Disputes Act. Once it is established that there is an employer-employee relationship between the workman and the management, and the management entering into the contract is not for any specific purpose for specific period then it is assumed that the nature of the work is perennial nature and it has not come within the exception created by the Section 2 (oo) which defines retrenchment. Once the workman has been retrenched from service then prior to retrenchment, management has to follow the principles set out in **Section 25 of the Act**. Section 25F couched in a negative form, imposed a restriction on employer try to retrench the workman and laid down that no workman employed in an industry who has been in a continuous employment for not less than one year under an employer shall be retrenched until he has been given one month notice in writing indicating the reason for retrenchment and the period of notice has been expired or the workman had been paid for the period of notice or he had been paid at the time of retrenchment, compensation equivalent to fifteen day average pay for every completed year of continuous service or part thereof. Here, admittedly respondent has not done anything.

13. In view of the above discussion the termination of the workman is held illegal in violation of the principle of Section 25F.

Relief

Generally, when the termination is held illegal then naturally reinstatement with full back wages would follow. However, in the present case, workman is a retired army personnel at the time of his deposition, he was 51 year of age now, he is almost 59 year of age, therefore reinstatement cannot be given to him being inappropriate relief in view of the illegal termination of the workman. Therefore, lump sum compensation of Rs. 4,50,000/- (Rupees Four Lac Fifty Thousand only) is an appropriate relief. Award is passed accordingly. Management is directed to pay the above said compensation within four weeks.

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 27 अगस्त, 2024

का.आ. 1672.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक स्थापना, वित्त मंत्रालय, डीएफएस, नई दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री गिरीश चंद, कामगार, द्वारा -अध्यक्ष, राष्ट्रीय जनरल मजदूर यूनियन, तीस हजारी, दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 217 of 2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.08.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-153-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th August, 2024

S.O. 1672.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 217 of 2021) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director Establishment, Ministry of Finance, DFS, New Delhi, and, Shri Girish Chand, Worker, Through- The President, Rashtriya General Mazdoor Union, Tis Hazari, Delhi**, which was received along with soft copy of the award by the Central Government on 22.08.2024.

[No. L-42025/07/2024-153-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO-II, NEW DELHI

I.D. No. 217/2021

Sh. Girish Chand, S/o Late Sh. Kamal Singh,

Through- The President Ms. Nitika Bhola,
Rashtriya General Mazdoor Union, B-40, 1st Floor,
Boulaward Road, Tis Hazari, Delhi-110054.

Versus

The Director Establishment,

Ministry of Finance, DFS,

New Delhi-110001.

Counsels:

For Claimant: Armaan Bhola, Ld. AR.

For Respondent: Sh. B.C Bhatt, Ld. AR.

AWARD

The present claim has been filed U/s **2A of the Industrial Dispute Act** (herein after referred as an Act). In the entire claim, claimant has not stated anything about his employment with the respondent. Entire crux of the case of the workman is that his father was a regular and permanent employee of the management and he was working at the post of MTS (Multi Tasking Staff). He has unblemished and uninterrupted record. His father was expired on 07.09.2013 leaving behind his family member in harness. He has applied for job on compassionate ground, but not given. Nowhere, he has stated that he has ever been given a job temporarily or regular.

Section 2A of the ID Act in which the application has been filed deals with the termination. Before we proceed further, text of the Section 2A is required to be reproduced which are given under:

[2A. Dismissal, etc. of an individual workman to be deemed to be an industrial dispute

- [(1)]** *Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.]*
- [(2)]** *Notwithstanding anything contained in section 10, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.*

(3) The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1).

Ld. AR for the workman **Sh. Armaan Bhola** has no answer about the fact, how his application U/s 2A of I.D Act is maintainable. Section 2A has been inserted in the I.D Act in 1965. It gives the individual workman the right to approach the industrial tribunal/labour court directly in case of his discharge, dismissal, retrenchment without sponsoring his case by any union. However, the right is not an absolute. It is conditional that first respondent has to approach the conciliation officer for conciliation and, if the conciliator does not have yielded any result within 45 days. Secondly, this right has to be exercised within three years of dismissal, termination, and discharge.

But, the fact of the claim does not reveal that workman has ever got any job on compassionate ground, therefore, there is no question arises of his termination, discharge or dismissal.

In view of the facts mentioned above, claim filed by the claimant deserves dismissal being not maintainable. Hence, claim is dismissed. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room.

Date- 23.07.2024

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 27 अगस्त, 2024

का.आ. 1673.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कालिंदी कॉलेज नई दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री विजय पाल, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 185 of 2018) को जैसा कि अनुलग्न में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.08.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-154-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th August, 2024

S.O. 1673.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 185 of 2018) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Kalindi College New Delhi, and, Shri Vijay Pal, Worker**, which was received along with soft copy of the award by the Central Government on 22.08.2024.

[No. L-42025/07/2024-154-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

ID No. 185/2018

Sh. Vijay Vs. Kalindi College

Counsels:

For Applicant/ Claimant:

Sh. Vijay Pal, Ld. AR.

For Management/ Respondent:

None for the management.

AWARD

1. A very short question arises in the present claim filed by the claimant U/s 2A of the Industrial Disputes Act, 1947; whether the services of the workman was terminated due to the efflux of time.

2. Claimant in his claim petition asserted that he is a law abiding and peace loving citizen of India and he worked with the management at the post of SafaiKaramchari/M.T.S. since 18.10.2010 and management had issued the appointment letter bearing no. KC/PF/22753 as SafaiKaramchari at the basic salary of Rs. 7,500/- per month. He was not provided minimum wages, casual and yearly leave, wages on register etc. Management again executed an agreement for the period of six month only and thereafter renewal had been done from time to time. His last drawn salary was 15,070/- per month. On 31.03.2017, the management suddenly stated that there is no need for his service anymore and he was asked to deposit his clearance letter stating that he had taken all his dues as full and final. His service had been terminated without giving any reason and was illegal. He was suffering from 80% disability. He had filed his claim before the **Deputy Chief Commissioner, Central District, Jeevan Deep Building, 4th Floor, SansadMarg, New Delhi**. No conciliation took place and the concerned officer had issued the failure report on 13.09.2018; hence, he filed the present claim with the prayer that he be reinstated with full back wages.

3. Written statement had been filed by the respondent where he admitted that the claimant was appointed vide letter no. KC/PF/22753 dated 18.10.2010 on a consolidated remuneration of Rs. 7,500/- per month. He had also admitted that contract of the claimant was renewed by the respondent from time to time, till around January 2016. Contractual appointment of the claimant including the rules relating leaves, remuneration etc. was governed by the University of Delhi and UGC rules and regulations. He had taken the plea that behavior of the claimant started deteriorating day by day and he started to become negligent towards his duties. Staff members of the college requested the claimant to be more careful in his work but the claimant paid no heed to the said requests. Even the behavior of the claimant became worse that led to a level where the claimant would just come to the college and used to spend entire day idly without doing any work. A warning letter was issued to the claimant dated 26.11.2016 against acknowledgement and the claimant was given the final opportunity to mend his ways. On 27.12.2016, a general notice was issued by the respondent college, wherein it was specifically informed to all the contractual staff that their renewal would depend only on the basis of satisfactory performance. The tenure of claimant was again extended for a period of one month from 01.03.2017 to 31.03.2017. As such, the respondent submits that contract had been expired with an efflux of time.

4. Rejoinder had been filed by the claimant where he denied the averment made by the respondent in his written statement and affirmed the averment made by him in the claim statement.

5. After completion of the pleadings vide order dated 12.03.2019, following issues had been framed:

1. If the proceeding is maintainable and the claimant is a ‘workman’ under the definition of Law.
2. Whether the termination of service of the workman by the respondent is illegal and amounts to unfair labour practice.
3. To what relief the workman is entitled to.

6. In support of his claim, workman had examined himself and he had filed the affidavit affirming the averment made in the claim statement. He has relied upon five documents i.e. termination order (Ex. WW1/1), appointment letter (Ex. WW1/2), copy of the attendance sheet issued by the management (Ex. WW1/3), copy of the identity card issued by the management (Ex. WW1/4), copy of the disability certificate (Ex. WW1/5). Witness was cross-examined at length; however, nothing substantial had been extracted from the mouth of the witness. His testimony almost has gone unchallenged, unrebutted and uncontroverted to the fact that he was appointed and was terminated on such dates respectively.

7. Nothing has been brought by the management to contest his plea regarding claimant’s behavior. Management has not led any evidence despite providing a number of opportunities; even a cost of Rs. 2000/- was imposed but thereafter management stopped appearing in this tribunal.

8. AR for claimant Sh. Vijay Pal has forcefully argued that the continuity of the contract for almost seven years is a sham and bogus arrangement. Workman has completed the 240 days in a year admittedly. The management has not followed the provision of **25F of Industrial Dispute act** therefore his termination be declared as illegal and he be reinstated with full back wages. He has relied upon the judgment **Devinder Singh vs. Municipal Council,Sanaur** passed by Hon’ble Supreme Court of India on 11th April, 2011 whereby the court had held in the similar circumstances termination of the workman is illegal.

9. I have heard the claimant and gone through the record and evidence thereof and my findings are as follows. Admittedly, the claimant is a workman. **Issue no. 1 and 2** are related to each other. Unless the claimant proves that he is a workman, no proceeding can be launched under Industrial Dispute act, 1947. Before parting the decision in the above said case, section 2 (oo), 2 (s) and 25F of the actis required to be reproduced herein:

Section 2 (s) of the Industrial Disputes Act defines the workman, it reads as under:

2 [s] “workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in

relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or (iv) who, being employed in a supervisory capacity, draws wages exceeding 3 [ten thousand rupees] per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.]

Section 2 [(oo)] “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) Voluntary retirement of the workman; or

(b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[(bb)] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of the service of a workman on the ground of continued ill-health;

section 25F- Conditions precedent to retrenchment of workmen.—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2 [for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government 3 [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

10. Section 2(s) contains an exhaustive definition of the term ‘workman’. It takes within its ambit any person including an apprentice employed in any industry to do any manual, skilled, unskilled, technical, operational, clerical or supervisory work for hire or reward and it is immaterial that the terms of employment are not reduced into writing. The definition also includes a person who has been dismissed, discharged or retrenched in connection with an Industrial Dispute or as a consequence of such dispute or whose dismissal, discharge or retrenchment has led to that dispute. Certain exclusions are also given in the definition itself. The source of employment, the method of recruitment, the terms and conditions of employment/contract of service. The quantum of wages/pay and the mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of section 2(s) of the act.

11. Definition of the retrenchment has been couched in a comprehensive manner. It covers every type of termination of the service of the workman by the employer for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action. The case of voluntary retirement of the workman, retirement on reaching the age of superannuation, termination of service as a result of non-renewal of the contract of employment or of such contract being terminated under a stipulation contained therein or termination of the service of the workman on the ground of continued ill health by condition doesn't fall within the ambit of retrenchment.

12. Once the employer challenges the dispute on the ground that an employee is not a workman within the meaning of section 2(s) of the act as herein then he has to satisfy that the workman is not employed for hire or reward. Herein, the claimant has successfully proved that he has been employed for hire or reward; therefore, he is a workman because admittedly, he worked on the post of SafaiKaramchari since 16.10.2010 and his job was of manual nature. He has been paid at the rate of Rs. 7,500/- per month initially; therefore, no question arises that he is not a workman.

13. Management has further taken the plea that the workman's service is purely on contract basis and it was stipulated in the initial contract and subsequent contracts which were extended from time to time that his service can be terminated at any time without assigning any reason. He had taken the plea of exception as prescribed in section 2

(oo) that is non-renewal of the contract. However, the plea raised by the management in its written statement is not tenable because of the fact that the contract has been renewed from time to time for a period of six months to a year and it has been continued in the span of seven years and suddenly the claimant's service has been terminated because his behavior is not up to mark. However, no evidence has been brought by the management to prove the fact that his behavior is not up to mark. Section 2 (oo) which defines the definition of retrenchment states that the contract which has been excluded within the definition of retrenchment shall be for a specific period but admittedly the workman's job is perennial and regular in nature and his contract has been extended without any break for seven years. Therefore, the case of the workman does not fall within the exception created by the section 2 (oo) of the act.

14. Now come to the next question whether the service of the workman has been terminated illegally. Section 25F couched in a negative form, it imposes a restriction on the employer's right to retrench the workman and laid down that no workman employed in any industry who has been in a continuous service for not less than one year under an employer shall be retrenched until he has been given one month notice in writing indicating the reasons for retrenchment and the period of notice has been expired, or the workman has been paid for the period of notice and he has also been paid at the time of retrenchment, compensation equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excesses of six months and notice in the prescribe manner has been served on the appropriate government. These provisions are mandatory in nature. Admittedly, the respondent has not complied with any condition of retrenchment under the impression that the workman's services can be terminated at any time which is a false creation. Hence, it is held that the service of the workman has been terminated illegally. Therefore, issue no. 1 and 2 goes in the favor of claimant and against respondent.

Order

In view of the findings in issue no. 1 and 2, naturally the workman whose service was terminated illegally is required to be reinstated. Hence, this tribunal orders that the workman be reinstated within four weeks from the date of passing of this award with full back wages. Award is accordingly passed. Copy of this award be sent to the appropriate government for notification U/S 17 of the I.D Act. File is consigned to record room.

Dated 25.07.2024

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 27 अगस्त, 2024

का.आ. 1674.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, देहरादून, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री रोशन लाल, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 92 of 2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.08.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-155-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th August, 2024

S.O. 1674.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 92 of 2015) of the Central Government Industrial Tribunal cum Labour Court – II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Bharat Sanchar Nigam Limited, Dehradun, and, Shri Roshan Lal, Worker, which was received along with soft copy of the award by the Central Government on 22.08.2024.

[No. L-42025/07/2024-155-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

ID No. 92/2015

Sh. Roshan Lal Vs. B.S.N.L.

Counsels:

For Applicant/ Claimant:

None for the claimant.

For Management/ Respondent:

Sh. Dipak Thukral, Ld. AR for management.

AWARD

Dated: 29.07.2024

1. Sh. P.K. Venu Gopal (Section Officer), government of India, Ministry of Labour and Employment vide letter dated 09.09.2014 had sent the reference to this tribunal for disposal in the following words:

'Whether the action of the management of Dehradun Telecom District, BSNL, Dehradun in retrenchment from the services of workman ShriRoshanLal S/o Sh. Jaya Das w.e.f. 01.08.2012 is legal and justified? If not, what relief the workman is entitled to?'

2. After receiving the reference, both claimant and respondent had been served with the notice. Claimant filed the claim in the present petition stating that he was recruited as a casual labour with Durbhash Kendra, Tyuni (Dehradun) on 01.10.1997 at the rate of 80 rupees/day by Sub-Divisional Engineer Sh. R.S. Kathait. His job was to lay the telephone cables. On 02.03.1998, he was appointed at the monthly pay of Rs. 1200/- but no appointment letter was given. Salary was paid in the bank account. In 2001, name of Durbhash Kendra was changed to Bharat Sanchar Nigam Limited (BSNL). In 2011, claimant's salary was increased to Rs. 4500/-. He had requested the authority to regularize him but respondent didn't regularize him, instead he was told in the March 2012 that General Manager has asked him to remove from service; In case, he wants to work at the rate of Rs. 2500 per month, he will be allowed to work. As such, he had started to work at the above said rate considering his family situation.

3. It is further his case that on 16.09.2011, cable was stolen from Telephone Exchange, Chilhar and letter to that effect was given in his name by the Sub-Divisional Engineer to Dur-Sanchar Dakpatra. On 01.08.2012 when he was going to Vikasnagar from Tyuni for taking his salary, the bus was met with an accident and 27 passengers died in that accident, the claimant was also seriously injured and was admitted in the hospital. On 01.03.2013, when he had come to join his duty after getting fit, he was told that another worker was deployed in his place. He had requested the respondent to take him back on duty but no one paid any heed; as such, he filed the present claim before the Labour Commissioner and his claim was referred to this tribunal for disposal.

4. Respondent had appeared and filed the written statement. He had taken several preliminary objections inter-alia that claimant was never appointed at any post nor was he kept as a daily casual labour; no wages had been paid by the employer. On merit, he denied each and every fact. However, he admitted that in the month of October 2000, Bharat Sanchar Nigam Limited was incorporated. He submits that the claim petition be dismissed.

5. Rejoinder has been filed by the claimant in which he denied the averment made by the respondent in his W.S. and affirmed the averment made by him in the claim statement.

6. From the pleadings of the party vide order dated 05.04.2016, following issues had been framed:

1. Whether the action of the management of Dehradun Telecom district, BSNL, Dehradun in retrenchment from the services of workman Sh. RoshanLal S/o Sh. Jaya Das, w.e.f. 01.08.2012 is legal and justified? If so its effect?

2. To what relief the workman is entitled to and from which date?

7. Both claimant and respondent had led the evidence in support of their claim and rebuttal. Workman had examined himself as WW1. On behalf of the management, one Vivek Tiwari had come into witness box.

8. On behalf of the claimant, it had been argued that it is a clear example of unfair labour practice adopted by the employer. He had drawn the attention of this tribunal towards a number of documents brought by him in the evidence i.e. photocopy of First Information Report U/s 379 IPC regarding the theft of cable given by Sub-Divisional Engineer, the document of work allotment to him by Divisional Engineer Sh. S.K. Sharma, Nine copies of certificates issued by customers in favour of Sh. RoshanLal, information given to Patwari about the theft, details of the account of the claimant in which an amount of Rs. 4,182/- and Rs. 8719/- was deposited on 17.11.2011 in provident fund. He submits from the evidence he had established that there is a connection between him and respondent of employee and employer otherwise there is no reason as to why these documents are in his possession. He had further drawn the attention of this tribunal towards the cross-examination of the management where management witness submitted that he had no personal knowledge about the claimant Sh. RoshanLal, he didn't know if Sh. RoshanLal was engaged with D.O.T. in the year 1997; he could not say whether in the year 1997 and 1998 Sh. R.S. Chauhan was the Sub-Divisional Engineer and claimant was appointed by him; he didn't admit that D.O.T. became BSNL and all the casual

workers for D.O.T. were terminated, even he had no knowledge whether R.S. Chauhan and Sh. R.S. Kathait who were then Sub-Divisional Engineers had re-engaged the claimant for work; he admitted that documents marked X contains the signature of Divisional Engineer Sh. A.K. Sharma and document marked Y appears to be the report submitted by Mr. Bisht alleging theft of cable.

9. Per contra, respondent had argued that the documents relied by the claimant does not indicate that he was ever employed by the respondent. He submits that the claimant has not produced any appointment letter, wages slip, Identity Card in order to prove employee-employer relationship. His further argument is that respondent being government organization cannot appoint any person without issuing any appointment letter and without following the due procedure of Law; management has a separate procedure of recruitment. He has relied upon the decision of Hon'ble Supreme Court of India in “**workmen of Nilgiri Coop. Mkt. Society Ltd.Vs State of Tamilnadu [(2009) 13 SCC 374]**” and “**Indian Drugs and pharmaceutical Ltd. Vs. workmen, India Drugs & Pharmaceuticals Ltd.**”, (2007) 1 SCC 408 and submitted that workman is not entitled to reinstatement with back wages; claim deserves to be dismissed.

10. Before parting with the decision, it is important to mention here that vide order dated 22.07.2019, Ld. Predecessor of this tribunal had passed the award in favour of the workman and against the management because of the fact that management had stopped coming after filing of written statement. On application by management, ex parte award was set aside subject to the cost of Rs. 5000/-.

11. No doubt, appointment letter, identity card and the documents issued by the respondent are necessary to establish the relationship of employer and employee. However, it is not the sole criteria for establishing the relationship. In most of the cases when the workman was employed as casual labour or in muster roll labour, no document has been issued by the employer. But still he can prove the relationship by bringing the circumstances indicating that he was the employee of the employer. In the case of **Chintaman Rao reported in 1958 (II) LLJ** the Hon'ble Supreme Court of India that the concept of employment involves three ingredients. (I) Employer (II) Employee (III) The contract of employment. The employer is one who engages the service of the other person. The employee is one who works for another hire or reward. The employment is the contract of service between the employer and employee where under the employee agrees to serve the employer subject to his control and supervision. It is control of the management which is necessary element of the relationship of master and servant.

12. In the present case the workman since beginning has maintained that he was working under the control and supervision of the SDE BSNL and discharging the functions of a regular employee. He has also stated so while testifying as WW1. On his behalf photocopies of document have been filed. Management in his evidence has not contradicted. Even the management witness is unaware whether the claimant was engaged with D.O.T in the year 1997; he could not say whether in the year 1997 and 1998, one Sh. R.S Chauhan was the Sub-Divisional Engineer and claimant was appointed by him. The witness is evasive in answer. From the documents produced by the claimant, it is proved that the claimant was working with the management who was later on- incorporated with BSNL and the evidence suggest that the tenure of work was from 1997 to August 2012 spreading over 14 years. Now, it is to be seen if the service of the claimant was terminated illegally and he was made a victim of unfair labour practice.

13. Naturally, the management has adopted unfair labour practice for taking the work from the workman without issuing any appointment letter, and other documents for years. Now, it has to be seen whether the workman services have been terminated illegally. Workman had alleged that his services have been terminated illegally when he had come to join after recovering from the accidental injuries.

14. **Section 25F of the Act** prescribe condition precedent to retrenchment of the workman. It is reproduced under:

section 25F- Conditions precedent to retrenchment of workmen.—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2 [for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government 3 for such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Definition of the retrenchment has been couched in a comprehensive manner. It covers every type of termination of the service of the workman by the employer for any reason whatsoever, otherwise then as a punishment inflicted by way of disciplinary action. The case of voluntary retirement of the workman, retirement on reaching the age of superannuation, termination of service as a result of non-renewal of the contract of employment or of such contract being terminated under a stipulation contained therein or termination of the service of the workman on the ground of continued ill health by condition doesn't fall within the ambit of retrenchment.

15. Admittedly, the respondent has not complied with the provisions of Section 25 F of the Act. These provision are mandatory in nature therefore, it is held that service of the workman is illegally terminated.

RELIEF

Naturally once it is held that the service of the workman is illegally terminated then reinstatement with full back wages would follow. But, keeping in view of the age of the workman i.e. around 50 years now, reinstatement is not an appropriate solution/relief. In lieu of the illegal termination of Rs. 5,00,000/- (Five Lac) compensation is an appropriate relief. Hence, management is directed to pay the compensation of Rs. 5,00,000/- within one month from the date of passing this award. Award is passed accordingly.

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 27 अगस्त, 2024

का.आ. 1675.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, खुफिया ब्यूरो, गृह मंत्रालय, भारत सरकार, नई दिल्ली; जे.एस. फैब्रिकेशन, पश्चिम सागरपुर, नई दिल्ली; जे.एम.डी. एंटरप्राइजेज, पश्चिम सागरपुर, नई दिल्ली, के प्रवंधतंत्र के संबद्ध नियोजकों और श्री रणजीत सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 282 of 2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.08.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-156-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th August, 2024

S.O. 1675.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 282 of 2021) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director of Intelligence Bureau, Ministry of Home Affairs, Govt. Of India, New Delhi ;J.S. Fabrication, West Sagarpur, New Delhi ;J.M.D. Enterprises, West Sagarpur, New Delhi, and, Shri Ranjeet Singh, Worker**, which was received along with soft copy of the award by the Central Government on 22.08.2024.

[No. L-42025/07/2024-156-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT NO-II, NEW DELHI

I.D. No. 282/2021

Sh. Ranjeet Singh, S/o Late Sh. Iqbal Singh,
R/o 24-C, Deep Enclave, Vikas Nagar,
New Delhi-110059.

Versus

- The Director of Intelligence Bureau,**
Ministry of Home Affairs, Govt. Of India,
35, Sardar Patel Marg, New Delhi-110021.
- J.S. Fabrication,**
RZ-456316, Gali No. 07, Gitanjali Park,
West Sagarpur, New Delhi-110046.
- J.M.D. Enterprises,**
RZ-411-A/318, Gali No.- 07, Gitanjali Park,

West Sagarpur, New Delhi-110046.

Counsels:

For Claimant: None

For Respondent: None for M-1

Sh. Shrikant Lakhera, Ld. AR for M-2 & 3

AWARD

By this composite order, I shall dispose of this application of U/S 2A of the **Industrial Disputes Act (hereinafter referred to as an Act)** filed by the claimant against the respondents, for his illegal termination. Claim of the workman is that he has been serving the management-1 through management-2 & 3 since 01.05.2001 at the post of Book Binder at the last drawn salary of Rs. 15,000/- per month. Management-2 & 3 are contractors as defined U/s 2(c) of the contract labour (Regulation and Abolition) Act, 1970 and the management-1 used to award contracts for purpose of Book Bindings to the respondent- 2 & 3 from time to time. Being the family business, both the management-2 & 3 are government contractors and engaged in the business of Book Bindings since long. He submitted that sometime management-2 obtained contract for book bindings from the management-1 or alternatively the management-3 used to obtain contract from the management-1, whereas he used to perform duties for both the management simultaneously. No appointment letter was issued to him by the managements. During the period from 01.06.2019 to 07.05.2020, workman successfully bounded 10,926 books which costs to Rs. 3,82,410/- @ Rs. 35/- per book, but the management denied to release the same, however to persistent demands on the part of workman, the management-2 had made part payment to the extent of Rs. 47,445/- in four installments whereas remaining Rs. 3,34,965/- being withheld without any cogent reason. On 08.05.2020, when the workman reported for duties, he was denied the entry by the management-1. On the same day he was terminated from his service. He had worked from 08.05.2020 to 01.05.2021 continuously with the entire satisfaction of his superiors, as such he rendered more than 240 days. The termination without complying the provisions of Section 25F of the I.D Act. He felt aggrieved by the wrongful termination, the workman sent a demand notice on 26.08.2020 under speed post which was received by the management-2, but failed to respond the same. He had filed complaint against the management-2 & 3 before labour department, Hari Nagar, Delhi and also initiated conciliation proceedings, but, it has resulted into failure. Hence, he filed the present claim with the prayer to direct the management-2 to reinstate him back on duty along with full back wages and consequential benefits.

W.S has been filed by the respondent-1, 2 & 3. They had denied the averment made in the claims. They have submitted that this claim is liable to be dismissed.

After completion of the pleadings, following issues have been framed vide order dated 04.07.2022 i.e.-

1. Whether the proceeding is maintainable.
2. Whether there exist employer and employee relationship between respondent no. 1 and the claimant.
3. Whether the service of the claimant was illegally terminated by management no. 2 without following the procedure of ID Act and without complying the provisions of Section 25 F of the Act.
4. Whether the claimant is entitled to the relief of reinstatement into service.

Now, the matter is listed for workman evidence. None appeared on behalf of management-1. On behalf of management-2 & 3 **Sh. Shrikant Lakhera appeared**. Claimant has not brought any evidence i.e documents and oral to substantiate his claim, inspite of providing a number of opportunities.

In these circumstances, when the claimant has not been appearing since long to substantiate his claim, it appears that he is not interested to pursue his case. His claim stands dismissed. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room.

Date : 22/7/2024

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 28 अगस्त, 2024

का.आ. 1676.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स पटेल इंजीनियरिंग वर्क्स (विजाग), विशाखापत्तनम, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री जे.ए. सत्यम, कामगार,

के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- हैदराबाद पंचाट (संदर्भ संख्या L.C. 1/2017) को जैसा कि अनुलग्न में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27/08/2024 को प्राप्त हुआ था।

[सं. एल-14012/22/2016-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 28th August, 2024

S.O. 1676.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. L.C. No. 1/2017) of the **Central Government Industrial Tribunal cum Labour Court- Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Patel Engineering Workers (Vizag), Vishakapatnam, and Shri J.A. Satyam, Worker**, which was received along with soft copy of the award by the Central Government on 27/08/2024.

[No. L-14012/22/2016-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 5th day of August, 2024

INDUSTRIAL DISPUTE No. 1/2017

Between:

Sri J.A. Satyam,
S/o Kurmayya,
D.No. 63-1-135/1,
Ashoknagar, Near
Coromande Gate,
Malkapuram,
Vishakapatnam-530011.

Petitioner

AND

M/s Patel Engineering Workers (Vizag),
207, Old Bake House, Nagindas Master Road,
Extension Fort,
Vishakapatnam-400001.

Respondents

Appearances:

For the Petitioner : Party in person

For the Respondent: Shri D.N. Murthy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No.L-14012/22/2016 (IR(DU)) dated 19/12/2016 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of M/s Patel Engineering Works (Vizag) A Contractor Engaged in Naval Dockyard, Visakhapatnam, In terminating the services of Shri J.A. Satyam, Ex-Gas Cutter, workman w.e.f. 28.10.2015 without complying section 25 (F) of I.D. Act is legal and justified ? If not, to what relief the concerned workman is entitled ?

The reference is numbered in this Tribunal as I.D. No. 1/2017 and notices were issued to the parties concerned.

2. After filing claim statement Petitioner remained absent. Despite sufficient opportunity accorded to him, the Petitioner did not adduce any evidence to substantiate his claim. Perused the record. Since the Petitioner has

not substantiated his claim by any evidence, therefore, a 'No-claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 5th day of August, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 28 अगस्त, 2024

का.आ. 1677.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अध्यक्ष सह प्रबंध निदेशक, भारत संचार निगम लिमिटेड; नई दिल्ली; मुख्य महाप्रबंधक (बी.एस.एन.एल.), ए.पी. दूरसंचार सर्किल, एबिड्स, हैदराबाद; प्रधान महाप्रबंधक, हैदराबाद दूरसंचार जिला, आदर्शनगर, हैदराबाद; उप मंडल अधिकारी (फोन) IV, भारत संचार निगम लिमिटेड, बेगमपेट, सिकंदराबाद, के प्रबंधतंत्र के संबद्ध नियोजकों और श्रीमती एन. ललिता, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- हैदराबाद पंचाट(संदर्भ संख्या L.C. 11/2011) को जैसा कि अनुलग्न में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27/08/2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-157-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 28th August, 2024

S.O. 1677—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. L.C. No. 11/2011) of the **Central Government Industrial Tribunal cum Labour Court- Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Chairman cum Managing Director, Bharat Sanchar Nigam Limited; New Delhi; The Chief General Manager (B.SNL), A.P. Telecom Circle, Abids, Hyderabad; The Principal General Manager, Hyderabad Telecom District, Adarshnagar, Hyderabad; The Sub Divisional Officer (phones) IV, Bharat Sanchar Nigam Limited, Begumpet, Secunderabad, and Smt. N. Lalitha, Worker**, which was received along with soft copy of the award by the Central Government on 27/08/2024.

[No. L-42025/07/2024-157-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: -

Sri Irfan Qamar

Presiding Officer

Dated the 9th day of August, 2024

INDUSTRIAL DISPUTE L.C.No.11/2011

Between:

Smt. N. Lalitha,

W/o Late N. Iylaiah,

R/o H.No.17-138, New Venkateshwara Nagar,

Tukaram Gate, Secunderabad.

..

.Petitioner

AND

1. The Chairman cum Managing Director,
Bharat Sanchar Nigam Limited.,
B.SNL Corporate Office, 2nd floor, B Wing,
Statesman House, B-148,
Barakhamba Road, New Delhi – 110 001.
2. The Chief General Manager (B.SNL),
A.P. Telecom Circle, Door Sanchar Bhavan,
Nampally Station Road, Abids, Hyderabad.
3. The Principal General Manager,
Hyderabad Telecom District, B.SNL Bhavan,
Adarshnagar, Hyderabad.
4. The Sub Divisional Officer (phones) IV,
Bharat Sanchar Nigam Limited.,
Begumpet, Secunderabad.

... .Respondents

Appearances:

For the Petitioner : Sri B. Pavan Kumar, Advocate

For the Respondent: Sri S. Prabhakar Reddy, Advocate

AWARD

Smt. N. Lalitha who worked as casual labourer (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents Bharat Sanchar Nigam Limited., seeking for reinstatement into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and conversion into full time casual labourer and regularization.

2. The brief facts as averred in the claim statement filed by the Petitioner are as follows:-

Petitioner belongs to Scheduled Caste Mala community. It is submitted that during March 1992, when the office of S.D.O.(Phones), Secunderabad was shifted from P&T Colony to P.G. Road, Secunderabad, the Sub-Divisional Officer-IV, Secunderabad has taken the note approval of the Deputy General Manager, Secunderabad for engaging part time casual Mazdoor for sweeping and scavenging works etc., involving about 2000 Sq. ft., carpet area on contract basis with a consolidated payment of Rs.500/- per month. Later on, the consolidated wages have been decided at the rate of Rs.700/- instead of originally sanctioned at the rate of Rs.500 per month. The work of the Petitioner initially involved 6 hours per day. It is submitted that the list of contingent employees working in Hyderabad Telecom district was also later prepared by the authorities wherein the name of the Petitioner finds place at Sl.No.34. It is further submitted that during 1998, Respondents required the Petitioner to file an affidavit on oath indicating the date of birth of the Petitioner. As the Petitioner does not have date of birth certificate from school authorities and accordingly applicant filed a self declaratory affidavit basing upon the version of the village Sarpanch in her own statement on 20.5.1998. It is submitted that the Petitioner worked in the office of the SDOP, Secunderabad from 26.10.1992 onwards without any break and has completed 240 days in the year 1993,1994, 1995, 1996,1997 and 1999 at the rate of 6 hours per day at a consolidated payment of Rs.700/- per month. It is submitted that in view of Departmental orders No.269-13/99-STN-II dated 16.9.1999 and No.269-13/99-STN-II, dated 25.8.2000, Petitioner made a representation to the 3rd Respondent in the month of June 2001 for consideration of her case for full time conversion. Petitioner submitted another representation dated nil during the year 2001. In the meanwhile, the Government of India established a company by name Bharat Sanchar Nigam Limited., w.e.f. 1.10.2000 and transferred all the staff on as it is where it is basis to the newly established company. It is submitted that her petition for conversion of part time casual mazdoor into full time casual mazdoor on 25.1.2002 which was

duly certified by the 4th Respondent and forwarded to the office of the 3rd Respondent. It is submitted that as per the service particulars enclosed to the petition duly attested by the 4th Respondent, the Petitioner has worked for 47 days in 1992, 307 days in 1993, 299 days in 1994, 310 days in 1995, 312 days in 1996, 296 days in 1997, 308 days in 1998, 285 days in 1999, 297 days in 2000 and 295 days in 2001 as on 31/12/2001 and has completed a total of 2756 working days. It is further submitted that Petitioner continued to be engaged during 200 to 2009 up to 30.6.2009 and has completed 240 days in each year upto December 2008. Petitioner also submitted a representation to the 3rd Respondent for implementation of revised wages on 20.8.2007. 4th Respondent in response to the letter of 3rd Respondent, vide his letter dated 30.9.2008 submitted a detailed report wherein he has specifically stated that the Petitioner was engaged on 26.10.1992 as a part time casual labourer with a salary of Rs.700/- per month, by the then SDOP.IV, Secunderabad. During 1992-1993 that later on three SDOs were changed, that the present incumbent was posted as SDO in December 2000 and explaining other difficulties and on that ground stated that he has recommended the case of the Petitioner way back on 31.1.2001, that he did not receive any communication for revision of wages of the casual labour and that during the year 2002 to 2003 when contractors were appointed for housekeeping services, he sought clarification from the GM North Office and that he was clarified that the appointment of the contractors is not applicable in the case of the Petitioner. thus, he sought necessary instructions to be issued on whether to continue or disengage the services of the Petitioner? Upon this report, 3rd Respondent directed the GMTD North to take appropriate action vide letter dated 23.10.2008. It is submitted that Petitioner submitted another representation dated 16.3.2009 for renewal of sanction of her engagement in an increase in the wages and the same was rejected, as far as the revision of wages is concerned, without reference to her claim for conversion into full time casual labourer and regularization. It is submitted that 4th Respondent directed the Petitioner not to come to office with effect from 1.7.2009. This sudden action of the Respondents in preventing the Petitioner from attending the duty amounts to oral termination of the services of the Petitioner amounts to retrenchment without following provisions of Section 25 F. It is submitted that Petitioner having worked for more than 17 years in the Respondent's office, is eligible for conversion into full time casual labourers status and subsequent regularization. In terms of the orders issued by the Department of Telecommunications, such inaction on the part of the Respondents is illegal, arbitrary and violative of Article 14 and 16 of the Constitution of India. It is further submitted that a person by name Smt. Lakshamma engaged in the 4th Respondent office only for 2 hours per day, on 15.6.1990 has already been regularised. Except the Petitioner and two persons by name, Smt. J. Balamani and Smt. M. Jangamma, the services of all other persons were regularised. Hence, prayed to declare the action of Respondents in considering the case of the Petitioner for conversion into full time casual labourer and subsequent regularization as bad in law and the termination of the Petitioner on oral orders with effect from 1.7.2009 as violative of Section 25 F of the Industrial Disputes Act amounting to retrenchment and declare the applicant as eligible for reinstatement with back wages and all attendant benefits.

3. Respondent filed counter denying the averments of the Petitioner as under:-

It is submitted that the Petitioner has not filed any document with regard to letter of engagement and payment of for the period from 1.6.2008 to 30.6.2009 for the purpose of Section 25 F of I.D. Act as per the settle law. The retention schedule stipulated 5 years relating to muster rolls and contingent payment, and as such, there is no record as available except contract wages at the rate of Rs.700/- depending upon the exigencies. It is submitted that there is a ban of casual labour vide letter No.269-4/93-STN-II (Pt.) dated 12.2.1999 and the engagement restricted to a year period of 60 days in contingencies and this was extended to 100 days vide letter No.269-4/93-STN-II(Pt.) dated 15.6.1999 with continuance of absolute ban by withdrawing all powers and the engagement only be under contingencies. The said contractual engagement does not entitle the Petitioner for reinstatement unless there is engagement for a period of 240 days from 1.6.2008 to 30.6.2009 while engaged as a casual labour due to shortage of sanctioned strength. It is submitted that the Petitioner was engaged on contract and they said engagement is not due to shortage of sanctioned Group B staff and as such the policy contained in letter No.269-13/99-STN-II dated 16.9.1999 and letter No.29-13/99-STN-II dated 25.8.2000 stipulating conversion of part time labour as full time has no application. Thus, there was no scope to consider the representation of the Petitioner at a any time and also not capable of being considered as a left out case. The Petitioner is also not eligible to be considered under the policy contained in letter 269-94/98-STN-II dated 29.9.2000 wherein the regularization has been considered as one time measure. It is submitted that the policy contained in letters dated 16.9.99 and 25.8.2020, 29.9.2000 is related to part time casual labour engaged due to shortage of Group D strength and has no application to contract labour engaged in contingencies as permitted inspite of absolute ban vide letter dated 12.2.99, 15.6.1999 by withdrawing all powers to departmental officers. The Petitioner was paid through contingencies on ACG-17 as and when there is engagement and no record is available after the expiry of retention schedule of 5 years. Therefore, prayed to dismiss the petition.

4. On the basis of rival pleadings of both the parties following issues emerge for determination in this matter:-

- I. Whether action of the Respondent in terminating the services of the Petitioner is legal and justified?
- II. Whether the Petitioner is entitled for regularization in the employment of Respondent as alleged in her claim statement?

III. To what relief, if any, the Petitioner is entitled?

Findings:-

5. Petitioner claims that she had worked in the office of SDOP(Phones), Secunderabad from 26.10. 1992 onwards without any break and has completed 240 days in the year 1993,1994,1995, 1996, 1997 and 1999 at the rate of 6 hours per day at a consolidated payment of Rs.700/- per month. Further, Petitioner has taken the plea that during the year 1999, Department of Telecommunications issued an order dated 16.9.1999 for conversion of part time casual labourers working with 4 or more hours per day and who have worked for 240 days in the preceding 12 months, into full time casual labourers as a one time measure. Again, Department of Telecom Services, issued order dated 25.8.2000, again giving one time relaxation for conversion of part time casual labourers with less than 4 hours of duty per day and who have worked for more than 240 days in the preceding 12 months into full time casual labourers. Further, Petitioner claims that the Respondent has terminated her services through oral order with effect from 1.7.2009 amounting to retrenchment as per settled law and as such in violation of the provision of Section 25 F of ID Act.

6. In support of her claim, Petitioner has filed the affidavit of chief statement of the witness as a witness wherein she has reiterated the averments made in the claim statement but despite the sufficient opportunity extended, Petitioner WW1 she did not turn up for cross examination. As per Principle of Evidence Act , the chief statement of witness can not be read in evidence unless witness has produced himself for cross examination. Therefore, the plea of the Petitioner can not be said to be proved merely on the basis of chief statement of WW1 as witness did not turn up for cross examination. However, the Petitioner has not filed documents i.e., attendance register, salary slip etc., to establish her claim that she had worked in the service of the Respondent for 240 days continuously in a calendar year just preceding from the date of her alleged termination that is 1.7.2009. The burden of proof to establish her claim lies upon the Petitioner. But she failed to discharge onus of proof to establish her claim that she had worked for 240 days continuously in the service of Respondent in a calendar year just preceding from the date of her termination. In the absence of afore said proof, Petitioner claimant failed that she has been terminated in contravention of provision of Sec.25F and 25G of the I.D. Act, 1947.

7. As regards other documents filed by the Petitioner in evidence, the contents of these documents are also not proved by the oral testimony of the WW1, as this witness did not turn up for cross examination. Therefore, on the basis of perusal of the record, I am of the considered view that Petitioner has utterly failed to discharge her onus to prove her claim that she had worked for 240 days continuously in a calendar year just proceeding from the date of her termination. Thus, the action of Respondent in terminating the services of the Petitioner is held legal and justified.

This Point No.I is answered accordingly.

8. **Point No.II:-** Petitioner has taken the plea in her claim statement that, applicant has worked in the office of the SDOP Secunderabad from 26.10.1992 onwards without any break and has completed 240 days in the year 1993, 1994, 1995, 1996, 1997 and 1999 at the rate of 6 hours per day consolidated payment of Rs.700/- per month. During 1999, the Ministry of Communications, Department of Telecommunications issued an order No.269-13/99-STN-II dated 16.9.1999 for conversion of part time casual labourers working with 4 or more hours per day and who have worked for 240 days in the preceding 12 months into full time casual labourers as a one time measure. Again the Department of Telecom Services issued another order vide No.269-13/99-STN-II dated 25.8.2000 again giving another one time relaxation for conversion of part time casual labourers with less than 4 hours of duty per day and who have worked for more than 240 days in the preceding 12 months into full time casual labourers. On the basis of the above orders, after waiting for reasonable time for the implementation of the orders by the Respondents, the Petitioner made representation to the 3rd Respondent in the month of June, 2001 for consideration of her case for full time conversion. The representation of the Petitioner has been forwarded to the 2nd Respondent by the 3rd Respondent. Where upon, the 2nd Respondent sought clarification from the 3rd Respondent as to why the name of the Petitioner is not included by the 3rd Respondent when the information was called for during the year 1999 by the 2nd Respondent vide letter No.TA/STB/20-2/Corr/PTS/2001-02/5 dated 24.7.2001. The Petitioner is not aware of the subsequent progress made in this regard.

9. Although in support of her plea Petitioner has filed the Chief affidavit of herself as WW1 and therein she has reiterated the plea taken in the claim statement. But the Petitioner as a witness WW1 did not turn up for cross examination despite sufficient opportunities granted to her. The chief evidence of the witness cannot be read in evidence unless witness produce herself for cross examination. As regards the documentary evidence, Petitioner has filed circular issued by Government of India, Ministry of Communications, Department of Telecommunication, Sanchar Bhavan, New Delhi dated 16.9.1999, 25.8.2000 and 29.9.2000. The perusal of these documents reveal that it was issued by Respondent for the conversion of part time casual labourers working with 4 hours or more hours per day into full time casual labourers and the condition mentioned there in for conversion of part time casual labourers into full time casual labourers is mentioned that the workmen should be engaged as a casual labour subject to suitability and they should be engaged as casual labourers only where there is a shortage of Group D staff (i.e., existence of vacant Group D posts after accounting for all TSMs and existing full time casual labourers) and no posts should be created for the purpose. Therefore, the onus to prove the fact that the Petitioner Workman was engaged. as

casual labourer subject to suitability and there was a shortage of Group D staff in the Respondent, lies upon the Petitioner but Petitioner failed to discharge her burden of proof by her evidence that she was eligible for the conversion of part time casual labourers into full time casual labourer in the Respondent employment as per aforesaid circular.

10. On the other hand, Respondent in his counter has contended that the retention schedule stipulated 5 years relating to muster rolls and contingent payment and as such there is no record as available except contract wages at the rate of Rs.700/- depending upon the exigencies. In this connection, it is submitted that there is ban of casual labour vide letter No.269-4/93-STN-II (Pt.) dated 12.2.1999 and the engagement restricted to a period of 60 days in contingencies and this was extended to 100 days vide letter No.269-4/93-STN-II(Pt.) dated 15.6.1999 with continuance of absolute ban by withdrawing all powers and the engagement only be under contingencies. It is further contended that the said contractual engagement does not entitle the Petitioner for reinstatement unless there is engagement for a period of 240 days from 1.6.2008 to 30.6.2009 while engaged as a casual labour due to shortage of sanctioned strength. The Petitioner was engaged on contract and the said engagement is not due to shortage of sanctioned Group D staff and as such the policy contained in letter dated 16.9.1999 and letter dated 25.8.2000 stipulating conversion of part time labour as full time has no application. Further, it is contended that there was no scope to consider the representation of the Petitioner at any time and also not capable of being considered as a left out case. The Petitioner is also not eligible to be considered under the policy contained in letter No.269-94/98-STN-II dated 29.9.2000 wherein the regularization has been considered as one time measure. Further, it is contended that the Petitioner has admitted in her claim statement that she was engaged upto December, 2008 thereby leading to the conclusion that there is no more disengagement from 1.7.2009 for the purpose of violation of Section 25 F of I.D. Act, 1947 and the petition is to be dismissed on this ground. The comparison with other cases is not relevant.

11. Further, Respondent has relied upon the decision of Hon'ble Supreme Court of India in the case of BSNL vs Man Singh, 2012 1 SCC 558, wherein Hon'ble Apex Court have held that, "there can be no reinstatement of the Workman engaged on daily wages on the ground that they had worked for 240 days and Petitioner is not entitled for any relief and the petition deserves to be dismissed with costs."

12. Thus, in view of the fore gone discussion and in view of the law laid down by the Hon'ble Apex Court, I am of the considered view that Petitioner has failed to prove her claim that she was entitled for regularization on the basis of number of working days with working hours in the Respondent employment as per scheme.

This Point is decided against the Petitioner and in favour of the Respondent.

13. **Point No. III:** In view of the finding given at Points No. I & II, it is held that Petitioner is not entitled to any relief as prayed for and claim petition is liable to be dismissed.

Thus, Point No. III is answered accordingly.

AWARD

In the result, the action of the Respondent Bharat Sanchar Nigam Limited., in orally terminating the services of the Petitioner Smt. N. Lalitha is hereby held legal and justified. Petitioner is not entitled for reinstatement/regularization into service. Hence, the petition filed by the Petitioner is liable to be dismissed, as such the present petition stands dismissed.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 9th day of August, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

NIL

Witnesses examined for the

Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 28 अगस्त, 2024

का.आ. 1678.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, मेसर्स स्टाइपर एफएमएस इंडिया प्राइवेट लिमिटेड, सिकंदराबाद, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री एम.शंकर, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- हैदराबाद पंचाट(संदर्भ संख्या L.C. 68/2022) को जैसा कि अनुलग्न में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27/08/2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-158-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 28th August, 2024

S.O. 1678.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. L.C. No. 68/2022) of the **Central Government Industrial Tribunal cum Labour Court- Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, M/s Sniper FMS India Pvt. Ltd., Secunderabad, and Shri M. Shankar, Worker**, which was received along with soft copy of the award by the Central Government on 27/08/2024.

[No. L-42025/07/2024-158-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 21th day of June, 2024

INDUSTRIAL DISPUTE No. 68/2022

Between:

Shri M.Shankar,
H.No. 7-1-304/A/1,
Dasaram Basthi,
SR Nagar, Amberpet,
Hyderabad-500038.

.....

Petitioner

AND

The Director,
M/s Sniper FMS India Pvt. Ltd.
Flat No.301, 3rd Floor,
Srivari Residency, H.No.12-13-118,
Street No.3, Tarnaka,
Secunderabad-500017.

...

Respondents

Appearances:

For the Petitioner : None

For the Respondent: Shri Koka Satyanarayana, Advocate

AWARD

The Government of India, Ministry of Labour by its order No.8/16/2022-B1 dated 13/07/2022 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Sniper FMS India Pvt. Ltd. and their workmen. The reference is,

SCHEDEULE

“Whether the action of the management of M/s Sniper FMS India Pvt. Ltd., Hyderabad in termination of services of Shri M.Shankar, ex-workman is legal, proper and justified or not? If not to what relief Shri M.Shankar, ex-workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 68/2022 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice served on Petitioner but none present on behalf of Petitioner. Therefore, in absence of Petitioner and non-filing of claim statement by the Petitioner, the case is dismissed and a ‘No Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 21th day of June, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 28 अगस्त, 2024

का.आ. 1679.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार जिला, भारत संचार निगम लिमिटेड, नलगोड़ा, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री चिंता कृष्णाया, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- हैदराबाद पंचाट(संदर्भ संख्या L.C. 152/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27/08/2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-159-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 28th August, 2024

S.O. 1679.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. L.C. No. 152/2013) of the **Central Government Industrial Tribunal cum Labour Court- Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Telecom Dist, Bharat Sanchar Nigam Limited, Nalgonda, and Shri Chinta Krishnaiah, Worker**, which was received along with soft copy of the award by the Central Government on 27/08/2024.

[No. L-42025/07/2024-159-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri Irfan Qamar**

Presiding Officer

Dated the 8th day of August, 2024

INDUSTRIAL DISPUTE L.C.No.152/2013

Between:

Sri Chinta Krishnaiah,
S/o Late Kondaiah,
R/o H.No.1-38, Thoragallu Village,
Kanagallu Mandal, Post Chattlachannaram,
Nalgonda District – 508247.

.....

Petitioner

AND

The General Manager, Telecom Dist,
Bharat Sanchar Nigam Limited,
Nalgonda – 508 001.

....

Respondent

Appearances:

For the Petitioner : Sri B.S.R. Murthy, Advocate

For the Respondent: Sri K. Ajay Kumar, Advocate

AWARD

Sri Ch. Krishnaiah who worked as Casual Mazdoor (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents Bharat Sanchar Nigam Limited seeking for reinstatement into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. The brief facts as averred in the claim statement filed by the Petitioner are as follows:-

The Petitioner submitted that he was a casual mazdoor in the Respondent organization BSNL which is the Government of India company and its functions are mainly laying the cables, line works, phone repairing, cable digging, cable joints etc.. It is submitted that the Respondent was engaging the persons for the above works in the telephone exchanges from time to time for their needs and the said persons on engagement will be either permanently or temporarily or casually. Further, it is submitted that normally the persons who are recruited will be disengaged after completing the above works for some days. But some persons engaged casually will be continued years together according to the needs of the officers of BSNL. Out of those persons, the Petitioner is one of them and he was engaged as casual mazdoor continuously for years together. It is submitted that the Petitioner was engaged in January 1997 by the SDOT, Prakasam Bazar, Nalgonda District for cable laying work, telephone repairs, cable joints, cable digging, line works, etc. before setting up of BSNL and taking into continuous service of the Petitioner into consideration, he was engaged continuously from 1.10.2000. After setting up of BSNL as Government Company from 1.10.2000 with transfer of telecommunication services by the Department of Telecommunications vide resolutions dated 24.1.2001 effective from 1.10.2000 and published in the Gazette on 17.3.2001. It is submitted that the Petitioner was continued as casual mazdoor from 1.10.2000 till 31.12.2012, on which day he was orally terminated. It is submitted that he was engaged for about 15 years without break in the Prakasam Bazar telephone exchange. Later, he was reengaged from 20.4.2013 to 20.6.2013 orally. It is submitted that he was engaged in January 1997 under the control of linemen till 2005. The S.D.O.T. was paying Rs.1000/- in cash to the Petitioner. It is further submitted that he was continued in the same exchange from 2006 to 2009 and received Rs.1500/- in cash from S.D.O.T.. It is submitted that from 2009 to 2012, he was engaged and continued in the same exchange and got payment of Rs. 3500/- in Cash. Further, it is submitted that from 20.4.2013 to 20.6.2013, he was reengaged and continued in the same exchange and was paid Rs.4000/- in cash. It is submitted that Petitioner was orally terminated on 31.12.2012 without any notice or retrenchment compensation, though he was engaged continuously from January 1997 to 31.12.2012. The J.T.O., have given certificates about working of the Petitioner under them. It is submitted

that the action of the Respondent in not continuing, not regularising and terminating the Petitioner is illegal and contrary to the provisions of the I.D. Act. It is submitted that he along with other mazdoors, had made representations to the Respondent dated 26.4.2008 and 28.4.2008. It is submitted that to his representation dated 8.08.2011, the Respondent wrote a letter to Petitioner on 29.10.2011 directing to submit relevant documents like appointment order, place of engagement, monthly payment details etc.. Petitioner submitted a letter on 22.1.2013 to the Respondent in reply. Further, it is submitted that though he approached the Assistant Labour Commissioner (C) the matter was not settled in the conciliation. It is submitted that Petitioner is a poor Workman belonging to SC 'Madiga' community and is having wife and 2 children. He has no other alternative income except salary from the BSNL. Therefore, prayed to set aside the oral termination order dated 31.12.2012 directing the Respondent to reinstate the Petitioner into service with back wages.

3. Respondent filed counter denying the averments of the Petitioner as under:-

It is submitted that Bharat Sanchar Nigam Limited is a Government of India Enterprise formed in the year 2000. It is further submitted that Department of Telecommunications have imposed total ban on engagement of casual labour in the telecom circles/ districts vide D.O.T., New Delhi letter No.270/ 6/84- STN dated 30.3.1985. This ban was extended to project circles vide DOT New Delhi letter dated 22.6.1988 thereby leaving no scope for engagement of any casual labour thereafter in any form. It is submitted that Department of Telecommunications vide letter dated 12.2.1999 imposed total ban on the engagement of any casual labour by the Departmental Officers and withdrawn all the powers through Departmental officers by amending the provisions in P&T Manual, Volume-X except permitting engagement in contingencies for a period not exceeding 60 days. This policy was further affirmed in letter dated 15.6.1999 with permission to engage casual labour in exigencies for a period of not less than 100 days. It is submitted that the assertion of the above casual labour to the effect that they have been engaged as such by the Junior Telecom Officer for the periods as mentioned by them in the claim statement is against the existing policy in the Respondent department are false and denied. It is submitted that Respondent is engaging the persons for the workshop of laying the cables, Line works, phone repairing, cable digging, cable joints, etc., in the telephone exchanges from time to time for their needs on project sites purely on temporary basis. It is further submitted that normally the workers who were engaged will be disengaged after completing the project work. It is submitted that the contention of the Petitioner that he was orally terminated on 31/12/2012 without any notice or retrenchment compensation and he was engaged continuously from January, 1997 to 31.12.2012 without any breaks before and after setting up of BSNL and he has worked for more than 15 years in the same exchange and he is entitled to continue in the service centre regularization and the Petitioner is put to strict proof of the same. Further, it is submitted that the Petitioner never worked in the Respondent department for 240 man days continuously in calendar year. It is submitted that the contention of the Petitioner with respect to his engagement is without any details and letters of appointment and payment of wages no evidence is placed showing his continuous working with the department for more than 240 days and also worked for 8 hours in a working day which is essential for the purpose of any industrial dispute. It is submitted that it is a fact that there is a ban in the department and no casual worker is engaged in the department for 60 man days or not more than 100 days depending on the requirement in the department for project sites. It is further submitted that the said ban is applicable to project sites also. It is submitted that the Petitioner is engaged on purely temporary basis and paid daily wages for the worker endeared by him on project site. He never worked with the department continuously for more than 240 days. Hence, there is no violation of statutory provisions of the Industrial Dispute Act. As such, the Petitioner is not entitled for any relief, that is reinstatement of like regularization with etcetera.

4. On the basis of rival pleadings of both the parties following issues emerge for determination in this case:-

- I. Whether the action of the Respondent management- BSNL vide oral Order dated 31st December, 2012, in terminating the services of the Petitioner in contravention of provisions of Section 25 F of ID Act is legal and justified?
- II. To what relief if any, the workman is entitled for?
5. During the hearing, the Workman has testified himself as a WW1 and also filed documents in evidence which has been exhibited in his evidence as Ex.W1 to Ex.W8. On the other hand, Respondent has testified in oral evidence as MW1 and the witness has also proved documents Ex.M1 to Ex.M4 in support of his contentions.
6. Heard the Learned Counsels for both the parties. Perused the record.

Findings:-

7. **Point No.I:-** WW1 in his chief affidavit has testified that he was engaged in January, 1997 by the SDOT Prakasam Bazar, Nalgonda district for cable laying work, telephone repairs, cable joints, cable digging, line works, etc., before setting up of BSNL and taking into consideration of his services, he was engaged continuously from 1.10.2000 onwards in the same exchange, even after setting up of BSNL which is a government company. Further, WW1 states that he was continued as a casual mazdoor for said works in the same exchange upto 31.12.2012 without any break and he was orally terminated vide order dated 31.12.2012. Further, witness testifies that he was engaged by the department for about 15 years without any break and he was also reengaged from 20.4.2013 to 20.6.2013 and

on which day he was again orally terminated. Further, WW1 states that he was orally terminated vide order dated 31.12.2012 without any notice or paid any retrenchment compensation. He was engaged continuously from 1997 to 31.12.2012 without any break for more than 15 years. Further witness states that JTO have given certificates on 15/10/2009, 30/10/2009 and 20/10/2012 about his working in exchange and these certificates have been marked as exhibits. Witness also states that he worked for more than 240 days in a year and he is entitled for regularization on par with the permanent employees either in continuing him in employment or regularising his services or paying retrenchment compensation. Hence, the action of the Respondent in not considering him for regularization and terminating services is illegal.

8. Further, in support of his plea, Petitioner Workman has also filed documents Ex.W1 to W8. Undisputedly, Petitioner has not filed any appointment letter said to be issued by the Respondent in his name or any pay slip as a proof of his appointment or payment of wages for the alleged period of his employment with the Respondent. Petitioner has not filed any attendance register as a proof of his employment in Respondent office for alleged period.

Section 25F of I.D. Act, 1947 contains the provision of retrenchment extracted as below:-

Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,—

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

9. It is settled law that burden of proof to prove the fact that workman has worked for 240 days continuously in the Respondent corporation in a calendar year just preceding from the date of his termination lies upon the workman. In this context Hon'ble Apex Court have laid down the decisions which are mentioned as below:-

a. In the case of **GM., BSNL and others V. Mahesh Chand AIR 2008 SC (Supp) 1328**, wherein the Hon'ble Apex Court have held,

"It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside."

b. In the case of **Range Forest Officer Vs. S T Hadimani AIR 2002 SC page 1147**, wherein Hon'ble Apex Court have held,

"the onus lies upon claimant to show that he had in fact worked for 240 days in a year – In absence of proof of receipt of salary or wages record of appointment, filing of an affidavit by workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination.

c. In the case of **Essen Deinki Vs. Rajiv Kumar, AIR 2003 SC 38** the Hon'ble Apex Court have held,

"It was for the employee concerned to prove that he has in fact completed 240 days in the last preceding 12 months'

period."

d. In the case of **Rajasthan State Gangapur S Mills Ltd Vs. State of Rajasthan and another AIR 2005 SC 4065**, the Hon'ble Apex Court have held,

"It was for the claimant to lead evidence to show that he had in fact worked upto 240 days in the year preceding his termination."

10. In order to discharge onus of proof, of the fact that Petitioner Workman has worked for 240 days continuously in a calendar year just preceding from his date of termination. Petitioner has not filed any document i.e., attendance register, pay slip or any appointment letter. So far as documents that has been filed by the Petitioner in support of his case are, Ex.W1 to W3, these documents are alleged service certificates stated to be issued by the Respondent management. Ex.W1 bears the name of the Petitioner and it is also mentioned that he has worked in the year 2000. Ex.W1 service certificate alleged to have been issued by the JTO, on 15.10.2009. Ex.W1 has been disputed and denied by the Respondent as a forged document. Further Ex.W2 is also a service certificate alleged to be issued by the Respondent in the name of Petitioner and contents of Ex.W2 shows that the Petitioner has worked as daily wager during the year from 9.6.2009 to 30.10.2009. Ex.W2 has also been disputed and denied by the Respondent. Further, Ex.W3 is also service certificate which reveals that name of the Petitioner has been mentioned as a daily labour during the year 1.11.2010 to 20.10.2012. Ex.W3 has also been disputed and denied by the Respondent. The onus of proof lies upon the Petitioner to prove that Ex.W1 to W3 service certificates have been issued by the competent authority of the Respondent. But Petitioner fails to discharge his onus regarding proof of these documents. The rest of the documents Ex.W4, Ex.W5 and Ex.W6 does not pertain to the fact of the working days of the Petitioner.

11. WW1 was cross examined by the Respondent Counsel and in his cross examination witness stated that, he joined BSNL in the year 2000 and he was given appointment letter in the year 2000 by the BSNL but the same is lost. Further, WW1 states that Ex.W1 was given to him in the year 2009 issued by JTO Mr Saraiah. At the time of his initial appointment, Mr. Saraiah issued appointment order to him. He studied up to 10th class and he is able to read and understand the contents of Ex.W1. Further, witness states that in Ex.W1, the year of appointment is mentioned as 2000, but not subsequent years. Further witness states that Ex. W2 has been issued for the period mentioned in it i.e., 9.6.2009 to 30.10.2009 only. The Ex. W1 and W2 were not issued in the same month. But the perusal of these Ex.W1 and W2 goes to reveal that these documents has been issued on the date 15.10.2009 and 30.10.2009 respectively in the same month. On this aspect, the submission of witness is contradictory to his own statement. Further witness states that, it is not true to suggest that Ex.W1 and W2 were created by him for the purpose of this case, as the same have been issued in the same month. Further, witness states that whatever he has stated in the claim statement regarding his date of joining is correct. But in his deposition, date of joining is incorrect. It is not true to suggest that he has filed this case falsely in order to harass the Respondent management. Further witness states that he has not been selected for the post being sponsored by the Employment Exchange and he has not made any application in response to any notification of the Respondent management for recruitment of the department. Thus, from the aforesaid statement of WW1, the claim of the Petitioner that he has worked continuously for 240 days in Respondent organization just preceding from the date of his oral termination, is not established.

12. On the other hand, Respondent has examined MW1 in support of the contention of the counter. MW1 has stated in his chief affidavit that the claim of the Petitioner is denied by the Respondent and the plea of the Petitioner that he was engaged in January, 1997 by the Respondent and have done continuous service from 1.10.2000 is false and denied. Further MW1 states that Respondent denied statement of the Petitioner that he was engaged in January 1997 and was paid amount of Rs.1000/- in cash to the Petitioner. Further, MW1 states that the averment of the claim statement of the Petitioner that he was engaged from 2006 to 2009 continuously with the same exchange is also denied. Further, MW1 states that the averment of the claim statement is denied by the Respondent that the Petitioner was orally terminated on 31.12.2012 without any notice or retrenchment compensation and he was engaged from January 1997 to 31.12.2012. Further, MW1 states that it is false and denied that the Petitioner has worked for more than 15 years and he is entitled to continue in the service and for regularization. MW1 states the Petitioner never worked in the Respondent department for 240 days continuously in any calendar year. Further, MW1 states that Respondent denies the contention of the Petitioner that the Respondent has not given any opportunity for continuing him in the employment or regularising his services or paying retrenchment compensation. As MW1 states that Petitioner has never worked continuously nor fulfilled any mandatory provisions laid down under the Industrial Disputes Act. Further, MW1 states that contention of the Petitioner with respect to his engagement is without any details and letters of appointment and payment of wages and no evidence placed, showing continuous working with the department for more than 240 days and also worked for 8 hours per working day which is essential for the purpose of any industrial dispute. Further, MW1 states that on enquiry, it was found that these certificates were fabricated with the office seals and obtained them by making physical threats by the Petitioner. MW1 also stated that there is a Ban in the department and no casual worker can be engaged in the department for 60 man days or not more than 100 days depending on the requirement in the department or project sites. Further, the said ban is applicable to project sites also. The Petitioner is engaged on purely temporary basis and paid daily wages for the works rendered by him on project site. Petitioner never worked with the department continuously for more than 240 days. Respondent did not

violated any of the statutory provisions of the Industrial Disputes Act. The Petitioner is not entitled for any relief. MW1 has also exhibited documents, Ex. M1 which is the circular dated 30.3.1985 wherein the engagement of casual labour has been prohibited in the Respondent office. Similarly, Ex.M2, M3 and M4 are also office memorandums pertaining to ban on engagement of casual labour in the Respondent management. This witness MW1 was also cross examined by the Counsel for Petitioner but nothing has been elicited to contradict the testimony of the MW1 which could make the statement of MW1 unbelievable. Petitioner failed to produce any iota of reliable evidence to prove his claim that he has worked continuously for 240 days in a calendar year just preceding from the date of his alleged termination i.e., 31.12.2012.

13. Therefore, in view of the fore gone discussion and law laid down by the Hon'ble Apex Court, I am of the considered view that the Petitioner has failed to prove his averment of claim statement that he has been terminated from service by the Respondent vide order dated 31.12.2012 in contravention of the provision of Section 25 F.

This point is answered accordingly.

14. **Point No.II**:- In view of the fore gone discussion, law laid down by the Hon'ble Apex Court and findings arrived at Point No.I, the petitioner is not entitled to any relief. The claim petition of the petitioner is unfounded hence liable to be dismissed.

Thus, Point No.II is answered accordingly.

ORDER

In view of the finding given in the determination of Points No. I and II as above, the action of the Respondent management in terminating the services of the petitioner Sri Ch. Krishnaiah vide oral order dated 31.12.2012 is held just and legal. The claim petition of the petitioner is dismissed.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 8th day of August, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

WW1: Sri Ch. Krishnaiah

MW1: Sri N.V. Sree Rama Murthy

Documents marked for the Petitioner

Ex.W1: Service certificate dt.15.10.2009

Ex.W2: Service certificate dt.30.10.2009

Ex.W3: Service Certificate dt.20.10.2012

Ex.W4: Photostat copy of representation to Respondent dt. 26.4.2008

Ex.W5: Photostat copy of representation to Respondent dt.28.4.2008

Ex.W6: Photostat copy of representation dt. 22.1.2013 of Petitioner to Respondent.

Ex.W7: Office copy of Ir. from D.E., (Admn, BSNL, Nalgonda to G.M., BSNL dt. 26.7.2013 /17.7.2013reg. disengagement of Petitioner & ors.

Ex.W8: Certificate issued by ALC(C) dt.26.7.2013 to the Petitioner.

Documents marked for the Respondent

Ex.M1: Photostat copy of ban orders not to engage casual labour dt.30.3.1985

Ex.M2: Photostat copy of ban orders not to engage casual labour dt.22.6.1988

Ex.M3: Photostat copy of order, reg. disengaging mazdoors those who have entered after cut-off date dt.12.2.1999

Ex.M4: Photostat copy of ban orders on the engagement of casual labourers dt.15.6.1999

नई दिल्ली, 28 अगस्त, 2024

का.आ. 1680.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार जिला, भारत संचार निगम लिमिटेड, नलगोड़ा, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री कोठा

लिंगैया, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- हैदराबाद पंचाट(संदर्भ संख्या L.C. 153/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27/08/2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-160-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 28th August, 2024

S.O. 1680.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. L.C. No. 153/2013) of the **Central Government Industrial Tribunal cum Labour Court- Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Telecom Dist, Bharat Sanchar Nigam Limited, Nalgonda, and Shri Kotha Lingaiah, Worker**, which was received along with soft copy of the award by the Central Government on 27/08/2024.

[No. L-42025/07/2024-160-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri Irfan Qamar

Presiding Officer

Dated the 9th day of August, 2024

INDUSTRIAL DISPUTE L.C.No.153/2013

Between:

Sri Kotha Lingaiah,

S/o Muttaiah,

R/o Khudhavanpur village,

Pagidimarri Post,

Nalgonda Mandal,

Nalgonda District.Petitioner

AND

The General Manager, Telecom Dist,

Bharat Sanchar Nigam Limited,

Nalgonda – 508 001.Respondent

Appearances:

For the Petitioner : Sri B.S.R. Murthy, Advocate

For the Respondent: Sri K. Ajay Kumar, Advocate

AWARD

Sri Kotha Lingaiah who worked as Casual Mazdoor (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents Bharat Sanchar Nigam Limited seeking for reinstatement into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. The brief facts as averred in the claim statement filed by the Petitioner are as follows:-

The Petitioner submitted that he was a casual mazdoor in the Respondent organization BSNL which is the Government of India company and its functions are mainly laying the cables, line works, phone repairing, cable digging, cable joints etc.. It is submitted that the Respondent was engaging the persons for the above works in the telephone exchanges from time to time for their needs and the said persons on engagement will be either permanently

or temporarily or casually. Further, it is submitted that normally the persons who are recruited will be disengaged after completing the above works for some days. But some persons engaged casually will be continued years together according to the needs of the officers of BSNL. Out of those persons, the Petitioner is one of them and he was engaged as casual mazdoor continuously for years together. It is submitted that the Petitioner was engaged in January 1997 by the SDOT, Ramagiri Telephone Exchange and Vivekananda Telephone Exchange, Nalgonda District for cable laying work, telephone repairs, cable joints, cable digging, line works, etc. before setting up of BSNL and taking into continuous service of the Petitioner into consideration, he was engaged continuously from 1.10.2000. After setting up of BSNL as Government Company from 1.10.2000 with transfer of telecommunication services by the Department of Telecommunications vide resolutions dated 24.1.2001 effective from 1.10.2000 and published in the Gazette on 17.3.2001. It is submitted that the Petitioner was continued as casual mazdoor from 1.10.2000 till 31.12.2012, on which day he was orally terminated. It is submitted that he was engaged for about 15 years without break in the Prakasam Bazar telephone exchange. Later, he was reengaged from 17.4.2013 to 20.6.2013 orally. It is submitted that he was engaged in January 1997 under the control of linemen till 2005. The S.D.O.T. was paying Rs.1000/- in cash to the Petitioner. It is further submitted that from 2006 to 2012, he was engaged and continued in the same exchange and got payment of Rs. 4000/- in Cash. Further, it is submitted that from 17.4.2013 to 20.6.2013, he was reengaged and continued in the same exchange. It is submitted that Petitioner was orally terminated on 31.12.2012 without any notice or retrenchment compensation, though he was engaged continuously from January 1997 to 31.12.2012. It is submitted that the action of the Respondent in not continuing, not regularising and terminating the Petitioner is illegal and contrary to the provisions of the I.D. Act. It is submitted that he along with other mazdoors, had made representations to the Respondent dated 26.4.2008 and 28.4.2008. It is submitted that to his representation dated 8.08.2011, the Respondent wrote a letter to Petitioner on 29.10.2011 directing to submit relevant documents like appointment order, place of engagement, monthly payment details etc.. Petitioner submitted a letter on 22.1.2013 to the Respondent in reply. Further, it is submitted that though he approached the Assistant Labour Commissioner (C) the matter was not settled in the conciliation. It is submitted that Petitioner is a poor Workman belonging to BC 'D' community and is having wife and three children. He has no other alternative income except salary from the BSNL. Therefore, prayed to set aside the oral termination order dated 31.12.2012 directing the Respondent to reinstate the Petitioner into service with back wages.

3. Respondent filed counter denying the averments of the Petitioner as under:-

It is submitted that Bharat Sanchar Nigam Limited is a Government of India Enterprise formed in the year 2000. It is further submitted that Department of Telecommunications have imposed total ban on engagement of casual labour in the telecom circles/ districts vide D.O.T., New Delhi letter No.270/ 6/84- STN dated 30.3.1985. This ban was extended to project circles vide DOT New Delhi letter dated 22.6.1988 thereby leaving no scope for engagement of any casual labour thereafter in any form. It is submitted that Department of Telecommunications vide letter dated 12.2.1999 imposed total ban on the engagement of any casual labour by the Departmental Officers and withdrawn all the powers through Departmental officers by amending the provisions in P&T Manual, Volume-X except permitting engagement in contingencies for a period not exceeding 60 days. This policy was further affirmed in letter dated 15.6.1999 with permission to engage casual labour in exigencies for a period of not less than 100 days. It is submitted that the assertion of the above casual labour to the effect that they have been engaged as such by the Junior Telecom Officer for the periods as mentioned by them in the claim statement is against the existing policy in the Respondent department are false and denied. It is submitted that Respondent is engaging the persons for the workshop of laying the cables, Line works, phone repairing, cable digging, cable joints, etc., in the telephone exchanges from time to time for their needs on project sites purely on temporary basis. It is further submitted that normally the workers who were engaged will be disengaged after completing the project work. It is submitted that the contention of the Petitioner that he was orally terminated on 31/12/2012 without any notice or retrenchment compensation and he was engaged continuously from January, 1997 to 31.12.2012 without any breaks before and after setting up of BSNL and he has worked for more than 15 years in the same exchange and he is entitled to continue in the service centre regularization and the Petitioner is put to strict proof of the same. Further, it is submitted that the Petitioner never worked in the Respondent department for 240 man days continuously in calendar year. It is submitted that the contention of the Petitioner with respect to his engagement is without any details and letters of appointment and payment of wages no evidence is placed showing his continuous working with the department for more than 240 days and also worked for 8 hours in a working day which is essential for the purpose of any industrial dispute. It is submitted that it is a fact that there is a ban in the department and no casual worker is engaged in the department for 60 man days or not more than 100 days depending on the requirement in the department for project sites. It is further submitted that the said ban is applicable to project sites also. It is submitted that the Petitioner is engaged on purely temporary basis and paid daily wages for the worker endeared by him on project site. He never worked with the department continuously for more than 240 days. Hence, there is no violation of statutory provisions of the Industrial Dispute Act. As such, the Petitioner is not entitled for any relief, that is reinstatement of like regularization with etcetera.

4. On the basis of rival pleadings of both the parties following issues emerge for determination in this case:-

I. Whether the action of the Respondent management- BSNL vide oral Order dated 31st December, 2012, in

terminating the services of the Petitioner in contravention of provisions of Section 25 F of ID Act is legal and justified?

II. To what relief if any, the workman is entitled for?

5. During the hearing, the Workman has testified himself as a WW1 and also filed documents in evidence which has been exhibited in his evidence as Ex.W1 to Ex.W5. On the other hand, Respondent has testified in oral evidence as MW1 and the witness has also proved documents Ex.M1 to Ex.M4 in support of his contentions.

6. Heard the Learned Counsels for both the parties. Perused the record.

Findings:-

7. **Point No.I:-** WW1 in his chief affidavit has testified that he was engaged in January, 1997 by the SDOT Ramagiri Telephone Exchange and Vivekananda Telephone Exchange, Nalgonda district for cable laying work, telephone repairs, cable joints, cable digging, line works, etc., before setting up of BSNL and taking into consideration of his services, he was engaged continuously from 1.10.2000 onwards in the same exchange, even after setting up of BSNL which is a government company. Further, WW1 states that he was continued as a casual mazdoor for said works in the same exchange upto 31.12.2012 without any break and he was orally terminated vide order dated 31.12.2012. Further, witness testifies that he was engaged by the department for about 15 years without any break and he was also reengaged from 20.4.2013 to 20.6.2013 and on which day he was again orally terminated. Further, WW1 states that he was orally terminated vide order dated 31.12.2012 without any notice or paid any retrenchment compensation. He was engaged continuously from 1997 to 31.12.2012 without any break for more than 15 years. Witness also states that he worked for more than 240 days in a year and he is entitled for regularization on par with the permanent employees either in continuing him in employment or regularising his services or paying retrenchment compensation. Hence, the action of the Respondent in not considering him for regularization and terminating services is illegal.

8. Further, in support of his plea, Petitioner Workman has also filed documents Ex.W1 to W5. Undisputedly, Petitioner has not filed any appointment letter said to be issued by the Respondent in his name or any pay slip as a proof of his appointment or payment of wages for the alleged period of his employment with the Respondent. Petitioner has not filed any attendance register as a proof of his employment in Respondent office for alleged period.

Section 25F of I.D. Act, 1947 contains the provision of retrenchment extracted as below:-

Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,—

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

9. It is settled law that burden of proof to prove the fact that workman has worked for 240 days continuously in the Respondent corporation in a calendar year just preceding from the date of his termination lies upon the

workman. In this context Hon'ble Apex Court have laid down the decisions which are mentioned as below:-

a. In the case of **GM., BSNL and others V. Mahesh Chand AIR 2008 SC (Supp) 1328**, wherein the Hon'ble Apex Court have held,

"It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside."

b. In the case of **Range Forest Officer Vs. S T Hadimani AIR 2002 SC page 1147**, wherein Hon'ble Apex Court have held,

"the onus lies upon claimant to show that he had in fact worked for 240 days in a year – In absence of proof of receipt of salary or wages record of appointment, filing of an affidavit by workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination.

c. In the case of **Essen Deinki Vs. Rajiv Kumar, AIR 2003 SC 38** the Hon'ble Apex Court have held,

"It was for the employee concerned to prove that he has in fact completed 240 days in the last preceding 12 months' period."

d. In the case of **Rajasthan State Ganganagar S Mills Ltd Vs. State of Rajasthan and another AIR 2005 SC 4065**, the Hon'ble Apex Court have held,

"It was for the claimant to lead evidence to show that he had in fact worked upto 240 days in the year preceding his termination."

10. In order to discharge onus of proof, of the fact that Petitioner Workman has worked for 240 days continuously in a calendar year just preceding from his date of termination. Petitioner has not filed any document i.e., attendance register, pay slip or any appointment letter. So far as documents that has been filed by the Petitioner in support of his case are, Ex.W1 to W5. But Petitioner fails to discharge his onus regarding proof of these documents. The documents Ex.W1 to Ex.W3 are his representations, Ex.W4 and Ex.W5 does not pertain to the fact of the working days of the Petitioner.

11. WW1 was cross examined by the Respondent Counsel and in his cross examination witness stated that, he joined BSNL in the year 1997. At the time of his initial appointment, no appointment order was issued to him by Mr. Saraiah. He studied up to 10th class and but he do not remember when he was passed, but in the year 2013 he cleared all his papers. He stated that he has worked under different JTOs. He has not filed any document to show that he has worked for 240 days continuously in a year. Thus, from the aforesaid statement of WW1, the claim of the Petitioner that he has worked continuously for 240 days in Respondent organization just preceding from the date of his oral termination, is not established.

12. On the other hand, Respondent has examined MW1 in support of the contention of the counter. MW1 has stated in his chief affidavit that the claim of the Petitioner is denied by the Respondent and the plea of the Petitioner that he was engaged in January, 1997 by the Respondent and have done continuous service from 1.10.2000 is false and denied. Further MW1 states that Respondent denied statement of the Petitioner that he was engaged in January 1997 and was paid amount of Rs.1000/- in cash to the Petitioner. Further, MW1 states that the averment of claim statement of the Petitioner that he was engaged from 2006 to 2009 continuously with the same exchange is also denied. Further, MW1 states that the averment of the claim statement is denied by the Respondent that the Petitioner was orally terminated on 31.12.2012 without any notice or retrenchment compensation and he was engaged from January 1997 to 31.12.2012. Further, MW1 states that it is false and denied that the Petitioner has worked for more than 15 years and he is entitled to continue in the service and for regularization. MW1 states the Petitioner never worked in the Respondent department for 240 days continuously in any calendar year. Further, MW1 states that Respondent denies the contention of the Petitioner that the Respondent has not given any opportunity for continuing him in the employment or regularising his services or paying retrenchment compensation. As MW1 states that Petitioner has never worked continuously nor fulfilled any mandatory provisions laid down under the Industrial Disputes Act. Further, MW1 states that contention of the Petitioner with respect to his engagement is without any details and letters of appointment and payment of wages and no evidence placed, showing continuous working with the department for more than 240 days and also worked for 8 hours per working day which is essential for the purpose of any industrial dispute. Further, MW1 states that on enquiry, it was found that these certificates were fabricated with the office seals and obtained them by making physical threats by the Petitioner. MW1 also stated that there is a Ban in the department and no casual worker can be engaged in the department for 60 man days or not more than 100 days depending on the requirement in the department or project sites. Further, the said ban is applicable to project sites also. The Petitioner is engaged on purely temporary basis and paid daily wages for the works rendered by him on

project site. Petitioner never worked with the department continuously for more than 240 days. Respondent did not violated any of the statutory provisions of the Industrial Disputes Act. The Petitioner is not entitled for any relief. MW1 has also exhibited documents, Ex. M1 which is the circular dated 30.3.1985 wherein the engagement of casual labour has been prohibited in the Respondent office. Similarly, Ex.M2, M3 and M4 are also office memorandums pertaining to for ban on engagement of casual labour in the Respondent management. This witness MW1 was also cross examined by the Counsel for Petitioner but nothing has been elicited to contradict the testimony of the MW1 which could make the statement of MW1 unbelievable. Petitioner failed to produce any iota of reliable evidence to prove his claim that he has worked continuously for 240 days in a calendar year just preceding from the date of his alleged termination i.e., 31.12.2012.

13. Therefore, in view of the fore gone discussion and law laid down by the Hon'ble Apex Court, I am of the considered view that the Petitioner has failed to prove his averment of claim statement that he has been terminated from service by the Respondent vide order dated 31.12.2012 in contravention of the provision of Section 25 F.

This point is answered accordingly.

14. **Point No.II:-** In view of the fore gone discussion, law laid down by the Hon'ble Apex Court and findings arrived at Point No.I, the petitioner is not entitled to any relief. The claim petition of the petitioner is unfounded hence liable to be dismissed.

Thus, Point No.III is answered accordingly.

ORDER

In view of the finding given in the determination of Points No. I and II as above, the action of the Respondent management in terminating the services of the petitioner Sri Kotha Lingaiah vide oral order dated 31.12.2012 is held just and legal. The claim petition of the petitioner is dismissed.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 9th day of August, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Kotha Lingaiah	MW1: Sri N.V. Sree Rama Murthy

Documents marked for the Petitioner

- Ex.W1: Photostat copy of representation to Respondent dt. 26.4.2008
- Ex.W2: Photostat copy of representation to Respondent dt.28.4.2008
- Ex.W3: Photostat copy of representation dt. 22.1.2013 of Petitioner to Respondent.
- Ex.W4: Office copy of lr. from D.E., (Admn, BSNL, Nalgonda to G.M., BSNL dt. 26.7.2013 /17.7.2013reg. disengagement of Petitioner & ors.
- Ex.W5: Certificate issued by ALC(C) dt.26.7.2013 to the Petitioner.

Documents marked for the Respondent

- Ex.M1: Photostat copy of ban orders not to engage casual labour dt.30.3.1985
- Ex.M2: Photostat copy of ban orders not to engage casual labour dt.22.6.1988
- Ex.M3: Photostat copy of order, reg. disengaging mazdoors those who have entered after cut-off date dt.12.2.1999
- Ex.M4: Photostat copy of ban orders on the engagement of casual labourers dt.15.6.1999

नई दिल्ली, 28.अगस्त 2024

का.आ. 1681.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स गोकुल इंजीनियरिंग एसोसिएट्स, विशाखापत्तनम; महाप्रबंधक, मेसर्स हिंदुस्तान शिपयार्ड लिमिटेड, गांधीग्राम (पीओ),विशाखापत्तनम, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री जे.ए. सत्यम, कामगार, के बीच अनुवंश में निर्दिष्ट

केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- हैदराबाद पंचाट(संदर्भ संख्या L.C. 12/2017) को जैसा कि अनुलग्न में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27/08/2024 को प्राप्त हुआ था।

[सं. एल-14011/130/2016-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 28th August, 2024

S.O. 1681.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. L.C. No. 12/2017) of the **Central Government Industrial Tribunal cum Labour Court- Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Gokul Engineering Associates, Vishakapatnam ;The General Manager, M/s Hindustan Shipyard Ltd., Gandhigram (PO), Vishakapatnam, and The General Secretary, Shipyard Contract Labour Union (CITU), Venkannapalem, Malkapuram, Vishakapatnam**, which was received along with soft copy of the award by the Central Government on 27/08/2024.

[No. L-14011/130/2016-IR (DU)]

DILIP KUMAR, Under Secy

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 5th day of August, 2024

INDUSTRIAL DISPUTE No. 12/2017

Between:

The General Secretary,

Shipyard Contract Labour Union (CITU)

CITU Office, Door No. 61-4-19/A,

Venkannapalem, Malkapuram,

Vishakapatnam-530011.

..

....Petitioner

AND

1. M/s Gokul Engineering Associates,
HSL Commercial Complex,
Scindia New Colony,
Gandhigram (PO)
Vishakapatnam-530005.

2. The General Manager,
M/s Hindustan Shipyard Ltd.
Gandhigram (PO)
Vishakapatnam-530005.

...

Respondents

Appearances:

For the Petitioner : None

For the Respondent: Shri C.H Ravi, Advocate of R1

Shri Saibaba & Srinivas, Advocate of R2

AWARD

The Government of India, Ministry of Labour by its order No.L-14011/30/2016 (IR(DU)) dated 06/04/2017 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of M/s Gokul Engineering Associates, Contractor of Hindustan Shipyard Ltd, Visakhapatnam in terminating the services of Sri B. Prabhakar Rao & Sri G. Sanjeeva Rao without complying section 25 (F) of ID Act, 1947 is legal and or justified ? If not, what relief the workmen are entitled to ?”

The reference is numbered in this Tribunal as I.D. No. 12/2017 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Petitioner did not file any claim statement and documents despite sufficient opportunity extended to him. It seems he don't want to prosecute his case. Therefore, in absence of any claim statement a ‘No-Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 5th day of July, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

NIL

Witnesses examined for the

Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL